

RESOLUTION NO. 20091217-043

WHEREAS, the citizens of the City of Austin in a duly ordered referendum election adopted the provisions of the Fire and Police Employee Relations Act (FPERA), Chapter 174 of the Texas Local Government Code for firefighters employed by the Austin Fire Department; and

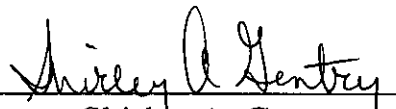
WHEREAS, the Austin Firefighters Association, Local 975 of the International Association of Professional Fire Fighters was properly designated and recognized as the sole and exclusive bargaining agent for all Austin firefighters covered by the collective bargaining statute; and

WHEREAS, negotiation teams for the City of Austin and the Austin Firefighters Association engaged in negotiations and reached an agreement which has been ratified by a majority of the members of the Austin Firefighters Association; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Council ratifies the Agreement between the City of Austin and the Austin Firefighters Association in the form of attached Exhibit "A," said Agreement to be effective beginning on December 20, 2009, and authorizes the City Manager to execute the Agreement.

ADOPTED: December 17, 2009

ATTEST: 
Shirley A. Gentry
City Clerk

Fire Collective Bargaining Contract

Wages and Benefits Projected Cost Analysis

FY 2010 - FY 2013

Wages and Benefits Costs	Proposed FY 2009-10	Proposed FY 2010-11	Proposed FY 2011-12	Proposed FY 2012-13	Total
Base Wage Increase	0.00%	3.00%	3.00%	3.00%	9.00%
Pension Increase	0.00%	1.00%	1.00%	*2.00%	4.00%
Pension Total	18.05%	19.05%	20.05%	22.05%	
Base Wage & Pension	\$0	\$3,816,607	\$7,772,201	\$11,938,305	\$23,527,113
Longevity - \$80	\$0	\$654,570	\$654,570	\$654,570	\$1,963,711
Total Wages and Benefits Cost	\$0	\$4,471,177	\$8,426,771	\$12,592,875	\$25,490,824

Year 1 - FY 2009-10: No base wage increase and no increase in pension.

Year 2 - FY 2010-11: 3.0% effective on the first pay period in FY 2010-11 to base wages and 1% increase in the City's contribution to the Fire pension system.

Year 3 - FY 2011-12: 3.0% effective on the first pay period in FY 2011-12 to base wages and an increase of 1% in the City's contribution to the Fire pension system. However, if the majority of the City's non-public safety employees receive a base wage increase of more than 3.0% for FY 2011-12, fire fighters covered by this agreement will receive the same increase if above 3%.

Year 4 - FY 2012-13: 3.0% effective on the first pay period in FY 2012-13 to base wages and an increase of 2% in the City's contribution to the Fire pension system (*1% of the 2% pension increase in FY 2012-13 will be effective on the 25th pay period of the fiscal year). However, if the majority of the City's non-public safety employees receive a base wage increase of more than 3.0% for FY 2012-13, fire fighters covered by this agreement will receive the same increase if above 3%.

Longevity pay: In FY 2010-11, longevity pay will increase from \$48 per year to \$80 per year for each year of service up to 25 years of service and shall be paid on an annual basis in a lump sum in the first regularly scheduled pay period after the fire fighter's anniversary date.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF AUSTIN

AND

AUSTIN FIREFIGHTERS ASSOCIATION, LOCAL 975

EFFECTIVE _____, 2009

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**ARTICLE 1
PREAMBLE**

Section 1. Intent of Agreement.

This Agreement is made between the City of Austin, Texas, hereinafter referred to as the "City," and the Austin Firefighters' Association, Local 975 of the International Association of Fire Fighters, AFL-CIO-CLC, hereinafter referred to as the "Association."

Section 2. Purpose of Agreement.

WHEREAS, the citizens of the City of Austin have by referendum election chosen the Collective Bargaining Process as a fair and orderly way of conducting its relations with Austin fire fighters; and

WHEREAS, the Association has pledged to support the service and mission of the Austin Fire Department, to constructively support the goals and objectives of the Austin Fire Department, and to abide by the statutorily imposed no strike or work slowdown obligations placed upon it;

WHEREAS, it is the intent and purpose of this Agreement to achieve and maintain harmonious relations between the parties, and to establish benefits, rates of pay, hours of work, and other terms and conditions of employment for all members of the bargaining unit and to provide for the equitable and orderly adjustment of grievances that may arise during the term of this Agreement; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties mutually agree as follows.

**ARTICLE 2
DEFINITIONS**

The following definitions apply to terms used in this Agreement, unless a different definition is required by the context in which the term is used.

1. "Agreement" refers to this Collective Bargaining Agreement.
2. "Association" means the Austin Firefighters' Association, Local No. 975 of the International Association of Fire Fighters, AFL-CIO-CLC, and its officers and agents authorized to act on its behalf.
3. "Authorized Association Representative" means a representative of the Association authorized by the Association's Executive Board to conduct business on behalf of the Association.
4. "City" means the City of Austin, Texas, the Austin Fire Department and its officers, agents, managers, and others authorized to act on its behalf.
5. "City of Austin Personnel Policies" means, unless otherwise provided herein, those provisions of the City of Austin Personnel Policies, as adopted by the City Council, that apply to Civil Service employees.
6. "Consensus" means a form of group decision-making in which everyone discusses the issues to be decided so that the group may benefit from the knowledge and

experience of all its members. In order for consensus to occur, every member of the group must be able to support the decision.

7. "Department" means the Austin Fire Department, acting through its management staff.

8. "Expiration date of this Agreement" means September 30, 2013, unless otherwise specified.

9. "Fire Chief" means the Fire Chief of the Austin Fire Department and is synonymous with the term "department head" as used in Local Government Code Chapter 143.

10. "Fire fighter" means any employee who is a "fire fighter" as defined in Local Government Code §§143.003(4) and 174.003(2), employed by the Austin Fire Department. It excludes the Fire Chief, non-Civil Service employees, retirees, and any other employees specifically exempted by the terms of this Agreement.

11. "Hiring cycle" means the time period between the announcements for accepting applications through the certification of an eligibility list by the Civil Service Commission, including any subsequent corrections.

12. "Hiring process" means the components used to screen and test applicants to become eligible for selection as a fire cadet.

13. "Immediate family" means the following members of a fire fighter's family:

- a. Parents (biological parents, adoptive parents, or persons *in loco parentis* to the fire fighter when the fire fighter was a child);
- b. Spouse (husband, wife, or domestic partner);
- c. Child (biological, adopted, foster, stepchild, legal ward, or a child for whom the fire fighter is a person standing *in loco parentis*);
- d. Sisters or brothers;
- e. Grandparents;
- f. Grandchildren;
- g. Parents and grandparents of a fire fighter's spouse; and
- h. Any relative living in the same household with a fire fighter.

14. "Local Government Code Chapter 143" and/or "Chapter 143" refers to those portions of the Fire Fighter and Police Officer Civil Service Act, Texas Local Government Code Chapter 143 which are applicable to the City.

15. "Local Government Code Chapter 174" and/or "Chapter 174" refers to the Fire and Police Employee Relations Act, Texas Local Government Code Chapter 174.

16. "Non-Civil Service employee" means any employee of the Austin Fire Department who is not a fire fighter as defined in Local Government Code §143.003(4).

**ARTICLE 3
RECOGNITION OF ASSOCIATION**

The City recognizes the Association as the sole and exclusive bargaining agent for all fire fighters pursuant to Local Government Code Section 174.101

**ARTICLE 4
MANAGEMENT RIGHTS**

The City retains all inherent rights to manage the Fire Department and its work force which it enjoys under applicable law, subject to applicable federal and state statutes and local ordinances, resolutions, and rules, except as specifically provided in this Agreement. These rights include, but are not limited to: direction of the work force, including but not limited to, the right to hire; the right to discipline or discharge in accordance with Chapter 143 and this Agreement; the right to decide job qualifications for hiring; the right to lay-off or abolish positions; the right to make rules and regulations governing conduct and safety; the right to determine schedules of work together with the right to determine the methods, processes and manner of performing work; the right to evaluate, supervise, and manage performance of the employees; the determination of the size of the work force, and the assignment of work to fire fighters within the Department, including the right to transfer fire fighters; the determination of policy affecting the selection of new fire fighters; the right to establish the services and programs provided by the Department, including the nature and level of such services and programs, as well as the type and quantity of resources allocated; the right to establish work performance measurements and standards; and the right to implement programs to increase the cost effectiveness of departmental operations.

**ARTICLE 5
NON-DISCRIMINATION**

Section 1. Association Membership or Activity.

Neither the City nor the Association shall interfere with the right of fire fighters covered by this Agreement to become or not become members of the Association, and there shall be no discrimination against such fire fighters because of lawful Association membership or non-membership activity or status. Nothing in this Agreement will be construed to prevent the Association from enforcing its lawful requirements for obtaining or retaining Association membership, nothing in this Agreement will be construed to impose on the Association any obligations to non-members of the Association greater than those imposed by the law.

ARTICLE 6
CITY/ASSOCIATION RELATIONSHIP

Section 1. Quarterly Management/Executive Board Meeting.

(a) On a quarterly basis, the Association's Executive Board and the Department's management staff (as designated by the Fire Chief) shall meet to discuss the operation of this Agreement. The Fire Chief will establish a process for creating an agenda in advance of each quarterly meeting. This meeting shall be for the purpose of considering, discussing and making recommendations and suggested remedies to the Fire Chief or City pertaining to personnel policies, job safety, and other conditions of employment. Discussion of topics will be by mutual agreement, and neither party's agreement to discuss a topic will be considered to be a relinquishment of any rights it may have under this Agreement or otherwise.

(b) Association Executive Board representatives who attend the quarterly meeting during their regular work hours shall receive administrative time for those hours.

Section 2. Joint Committee.

A. Limited Purposes of Committee. The parties agree to convene a Joint Committee, consisting of management and Association representatives, for the following purposes:

(1) To permit the Association to have input into the development of and/or revisions to the Department personnel policies section of the General Orders. The Association seeks to accomplish its interests by contributing to policy development and change. The City seeks to accomplish its interests in obtaining valuable input into policy changes, accomplishing "buy in" and support by department members while maintaining the right to implement policy changes without the need for approval by the Association or the committee. The City agrees that personnel policies will not be moved from the personnel policies section of the General Orders. The City further agrees that all matters that are presently or were contained in Section H of the General Orders as of September 30, 2008, shall be considered personnel policies subject to the Joint Committee process.

(2) To review and discuss building repair and maintenance issues (previously a function of the Building Audit Committee) and safety inspections of fire stations (previously a function of the Joint Health and Safety Advisory Committee);

(3) To review and discuss departmental safety training and safety bulletin updates related to ongoing safety projects; and

(4) To establish criteria for the donation and use of hours for Catastrophic Leave requests pursuant to Article 12.

B. Composition of Committee. When convened, the Joint Committee shall be composed of three (3) management representatives appointed by the Fire Chief and three (3) Association representatives appointed by the Association President. Necessary resource people may attend.

C. Committee Process. Issues involved in policy development will be posted on the FireNet. All interested fire fighters shall forward their comments to the Fire Department management and the Association Committee Members within seven (7) days

in order to make sure that consideration of such comments may occur prior to the meeting. Drafts of policies shall be provided to the Association President. Joint Committee meetings shall be convened only when necessary. Meetings should take place as soon as practicable, however, it is understood that this process must go on, even if some designated participants cannot attend. This provision does not preclude the implementation of interim policy changes when the Fire Chief determines that the interest of the department or the public require such changes without delay. After input and communication occurs in the process, the final determination of the policies of the department remains with the Fire Chief and it is understood and agreed that the approval of the Committee or the Association is not required for policy changes to be effective.

D. Copy of Policies. The Fire chief will provide to the Association President a copy of any approved policy (whether new or revised) before it is issued. The Fire Chief shall make a reasonable effort to provide a final draft of any policy (whether new or revised) before it is approved.

E. Operational Policies. Operational policies are not subject to the Joint Committee process. However, the Fire Chief will take into consideration the advantages of including Association input in work groups or ad hoc committees involved in policy development or revision. The department shall expand the use of the FireNet for comments, or focused comments on the relevant policy related issue.

Section 3. Other Ad Hoc Committees.

The Fire Chief may, from time to time, convene ad hoc committees to work on specific issues or projects.

Section 4. Management Control.

It is expressly understood and agreed that the Fire Chief continues to solely control all policy making and implementation and that the Joint Committee created in this Article applies only to the subjects specifically set out herein.

ARTICLE 7

ASSOCIATION DUES, PAYROLL DEDUCTIONS & INDEMNIFICATIONS

Section 1. Dues Check Off.

Upon receipt of a proper and signed authorization from an Association member and written approval by the Association, the City will deduct from the Association member's pay, regular Association dues in the amount set by the Association. The authorization shall be made on a form supplied by the City. The Association shall notify the City of any change in the amount of the regular dues.

Section 2. Other Payroll Deductions.

A. The City will continue to deduct from the Association member's pay, upon receipt of an authorization from an Association member and written approval by the Association, deductions in the amount specified by the Association member, for up to ten

(10) specific organizations or benefits. The initial organizations or benefits are the following:

Austin Fire Fighters Political Action Committee (PAC)
Group Term Life Insurance
Members' Pagors
Prepaid Legal
AFLAC Insurance
Police & Fireman's Insurance Association
Austin Fire Museum
Austin Firefighters Outreach Fund

B. The Association may add or change the specific organizations or benefits up to the ten (10) permitted, subject to approval by the City. In approving the request, the City may consider the type of use and whether the City's involvement in the funding of such organizations or benefits is appropriate. Upon request, the Association will provide appropriate documentation and/or information from which the City may determine and verify that adequate accounting safeguards and controls exist to protect employee funds. The City will not unreasonably delay or withhold approval for the use of deductions. Requests will be submitted to the persons designated in accordance with Article 29, *Notices*.

Section 3. Prior Authorizations.

Prior to the effective date of this Agreement, the Association will furnish to the City a list of all Association members. Listed members who authorized dues or payroll deductions prior to the effective date of this Agreement will not be required to submit a new payroll deduction form. Members who are not included in the list must submit proper authorization requesting dues or payroll deductions.

Section 4. Remittance of Deductions.

The amounts withheld by the City for dues and payroll deductions will be promptly remitted to the Association's Treasurer.

Section 5. Association Payment of Deduction Costs.

The Association agrees to reimburse the City for the cost of making such deductions in an amount not to exceed ten cents (\$. 10) per deduction.

Section 6. Correction of Errors.

The Association will refund to the City any amount paid to the Association in error under this Article. The City will reimburse an Association member for any amount erroneously deducted from the Association member's pay under this Article.

Section 7. Indemnification.

The Association shall jointly defend the provisions of this Article on behalf of both parties, and shall indemnify the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any actions taken by the City or any department of the City for the purpose of complying with this Article. The Association shall be entitled to select

and direct counsel for such defense, but shall reasonably cooperate with counsel designated by the City Attorney to participate.

Section 8. Pre-emption.

It is expressly understood and agreed that all provisions of this Article shall preempt any statute, Executive Order, local ordinance, City policy or rule, which is in conflict with this Agreement and the procedures developed hereunder, including for example and not by way of limitation, any contrary provisions of Chapters 141, 142, and 143 of the Texas Local Government Code, including but not limited to Section 141.008.

**ARTICLE 8
CIVIL SERVICE COMMISSION**

Section 1. *Ex Parte* Communications with Commission.

The parties agree that neither the City nor the Association shall have *ex parte* communications with any member of the Civil Service Commission concerning any Commission proceedings such as disciplinary appeals, promotional bypasses, or examination appeals. This section does not prohibit the Civil Service Director, the Director's staff, the City Attorney, or the City Attorney's staff from communicating with Commissioners to the extent necessary to perform their duties in connection with the Commission, provided that such communications are in accordance with applicable law and ethics requirements.

Section 2. Agreed Scheduling of Disciplinary Hearings.

In any appeal of a suspension, including an indefinite suspension, the suspended fire fighter (or the fire fighter's designated representative) and the Fire Chief by written agreement may schedule or re-schedule the hearing on a date more than 30 days after the date the Commission receives fire fighter's notice of appeal. Upon receipt of such written agreement, the Civil Service Director shall schedule the hearing on the agreed date unless a quorum of the Commissioners is unavailable. If a quorum of Commissioners is not available on the agreed date, the Director shall confer with the fire fighter (or the fire fighter's designated representative) and the Fire Chief to select a new date for the appeal hearing when the parties and a quorum of the Commissioners are available. This provision pre-empts Section 143.053(b) of the Texas Local Government Code to the extent the two are inconsistent.

Section 3. Residency Requirement.

Notwithstanding Local Government Code Section 143.006(c)(3), a Commission member may be appointed if they are a resident of the municipality or the municipality's extra-territorial jurisdiction who has resided in the municipality or municipality's extra-territorial jurisdiction for more than three (3) years.

Section 4. Pre-emption.

It is expressly understood and agreed that the provisions of this Article supersede the provisions of any State statute, executive order, local ordinance, Civil Service

Commission Rule or other rules with which they conflict, including but not limited to Sections 143.006; 143.010, 143.012, and 143.053 of the Local Government Code.

**ARTICLE 9
WAGES & BENEFITS**

Section 1. BASE WAGES

A. For Fiscal Year 2009-2010.

Effective with the first pay period of Fiscal Year 2009-2010, the pay scale attached hereto as Appendix A-1 shall apply to all fire fighters covered by this Agreement. The pay scale reflects a 0.0% increase to base wages.

B. For Fiscal Year 2010-2011.

Effective with the first pay period of Fiscal Year 2010-2011, the pay scale attached hereto as Appendix A-2 shall apply to all fire fighters covered by this Agreement. The pay scale reflects a 3.0% increase to base wages over the pay scale attached as Appendix A-1, which includes adjustments made for longevity as noted in Section 2.B below.

C. For Fiscal Year 2011-2012.

Effective with the first pay period of Fiscal Year 2011-2012, the pay scale attached hereto as Appendix A-3 shall apply to all fire fighters covered by this Agreement. The pay scale reflects a 3.0% increase to base wages over the pay scale attached as Appendix A-2. Provided, however, that if the majority of non-public safety employees, through any City-wide compensation program, receives a base wage increase of more than 3.0% for Fiscal Year 2011-2012, the 3.0% base wage increase provided for in this Section shall be increased to the base wage increase received by the majority of the employees. If the base wage increase is adjusted as provided in this Section, a new pay scale will be substituted for Appendix A-3.

D. For Fiscal Year 2012-2013

Effective with the first pay period of Fiscal Year 2012-2013, the pay scale attached hereto as Appendix A-4 shall apply to all fire fighters covered by this Agreement. The pay scale reflects a 3.0% increase to base wages over the pay scale attached as Appendix A-3. Provided, however, that if the majority of non-public safety employees, through any City-wide compensation program, receives a base wage increase of more than 3.0% for Fiscal Year 2012-2013, the 3.0% base wage increase provided for in this Section shall be increased to the base wage increase received by the majority of the employees. If the base wage increase is adjusted as provided in this Section, a new pay scale will be substituted for Appendix A-4.

Section 2. ADDITIONAL PAY ITEMS.**A. Assignment and Specialized Functions Pay.**

During the term of this Agreement, the following Assignment and Specialized Functions Pay items shall be available in accordance with criteria and procedures adopted by the Fire Chief:

Airport Fire and Rescue Pay	\$150 per month
Bilingual Translation Pay*	\$150 per month
Staff Schedule Pay	\$300 per month
Special Operations Teams Pay	
Hazardous Materials Team	\$150 per month
Search and Rescue Team	\$150 per month
Special Operations Battalion Pay	\$300 per month

*Bilingual Translation Pay applies, at a minimum, to the following languages: Spanish, American Sign Language, and Asian (Vietnamese, Cantonese, Thai, Korean, Japanese, and Malaysian). A fire fighter may receive Bilingual Translation Pay for only one (1) language.

B. Longevity Pay

1. Beginning with Fiscal Year 2010-2011, longevity pay will be increased to Eighty Dollars (\$80.00) per year for each year of service up to a maximum of twenty-five (25) years of service.

2. Beginning with Fiscal Year 2010-2011, longevity pay shall be paid on an annual basis in a lump sum in the first regularly scheduled pay period after the fire fighter's anniversary date. This change in payment of longevity does not affect the treatment of longevity for retirement and overtime purposes, and the City and the fire fighters shall continue making retirement contributions for longevity payments.

C. Education Incentive Pay and Firefighter Certification Pay.

During the term of this Agreement, the City shall pay fire fighters Educational Incentive Pay and Firefighter Certification Pay at the rates specified in City of Austin Ordinance No. 020926-13. This Agreement does not otherwise establish or control payment of Education Incentive Pay or Firefighter Certification Pay, which is the subject of litigation at the time this Agreement is negotiated, and does not otherwise supersede the provisions of any City of Austin ordinance applicable to the payment of Education Incentive Pay and Firefighter Certification Pay.

D. Reimbursements

During the term of this Agreement, the following reimbursements will be paid in accordance with City policy:

- (1) Mileage paid for travel between stations;
- (2) Reimbursement of auto insurance deductible.

E. Special Preemption

Subject to the provisions of Subsection C above, it is expressly understood and agreed that this Section shall preempt any provisions of any State statute, Executive Order, local ordinance, City policy or rule, to the extent they conflict with this Section, including but not limited to any conflicting provisions of Texas Local Government Code Sections 141.032 and 143.041-143.044, and City of Austin Ordinance No. 020926-13.

Section 3. Assistant Chiefs

A. The Fire Chief has the right to set wages and benefits for the Assistant Chiefs, subject to the approval of the City Council as a part of the budget. The base salary of each Assistant Chief shall be at least 12.8% higher than the base salary for the rank of Division Chief. The Fire Chief may designate one Assistant Chief as the Executive Assistant Chief or Chief of Staff, whose pay and benefits may be different than the other Assistant Chiefs.

B. Assistant Chiefs shall be compensated on a salary basis and are exempt employees for purposes of overtime compensation under applicable federal law.

C. It is expressly understood and agreed that this section preempts the provisions of Texas Local Government Code §§142.0015 and 143.041.

Section 4. EMT Certification.

During the term of this Agreement, the Department shall have a policy requiring all fire fighters to maintain EMT certification at the EMT-B skill level. If a state of emergency exists in the City of Austin, the Chief may require any fire fighter to perform duties requiring EMT-I or EMT-P skill levels without additional compensation. If, however, the Chief requires fire fighters to perform duties requiring EMT-I or EMT-P skill levels when such a state of emergency does not exist, those fire fighters will be compensated on the basis of a market-based study.

Section 5. Monthly Paid Compensation.

It is expressly understood and agreed that the City reserves the right to pro-rate and pay all monthly payments in bi-weekly equivalents.

Section 6. Pay Averaging

During the term of this Agreement, the City may discontinue the current practice commonly known as "pay averaging" if the City determines in good faith that such practice violates the requirements of the Fair Labor Standards Act, 29 U.S.C. §§201 *et seq.*, and its implementing regulations. The City will provide ninety (90) calendar days advance notice of the date the practice will be discontinued. Such notice will be provided to the Association President and will be posted on Fire Net.

Section 7. Retirement Contributions.

A. Beginning with the first pay period in Fiscal Year 2010-2011, the City shall increase its contribution rate to the Austin Fire Fighters Relief and Retirement Fund by 1.0%, increasing the City's contribution rate to 19.05%.

B. Beginning with the first pay period in Fiscal Year 2011-2012, the City shall increase its contribution rate to the Austin Fire Fighters Relief and Retirement Fund by 1.0%, increasing the City's contribution rate to 20.05%.

C. Beginning with the first pay period in Fiscal Year 2012-2013, the City shall increase its contribution rate to the Austin Fire Fighters Relief and Retirement Fund by 1.0%, increasing the City's contribution rate to 21.05%. Effective the 25th pay period of Fiscal Year 2012-2013, the City shall increase its contribution rate to the Austin Fire Fighters Relief and Retirement Fund by 1.0%, increasing the City's contribution rate to 22.05%.

D. The City agrees that the statute governing the Austin Fire Fighters Relief and Retirement Fund should be amended to incorporate the increased contribution rates provided in this Agreement.

Section 8. Pre-Emption

It is expressly understood and agreed that this Article shall preempt any provisions of any State statute, Executive Order, local ordinance, City policy or rule, to the extent they conflict with this Article and the procedures developed hereunder, including but not limited to any conflicting provisions of Texas Local Government Code Chapters 141, 142, and 143, and more specifically, any conflicting provision in Sections 141.032, 141.033, and 143.041-143.044.

**ARTICLE 10
ASSOCIATION BUSINESS LEAVE**

Section 1. Association Business Leave.

A. **Creation of Association Business Leave.** Authorized Association Representatives shall be permitted to have paid time off, designated as Association Business Leave (ABL), to conduct Association business under the conditions specified in this Article.

B. **Permitted Uses of ABL.**

(1) The Association President may use ABL for any lawful activities consistent with the Association's purposes.

(2) For other Authorized Association Representatives, ABL may be used for activities that directly support the mission of the Department or the Association, but do not otherwise violate the specific terms of this Article. Association business is defined as time spent in Collective Bargaining negotiations; adjusting grievances, attending dispute resolution proceedings, addressing cadet classes during cadet training (with prior approval of the time and content by the Fire Chief, or his/her designee), and attending union conferences and meetings. It is specifically understood and agreed that

Association pool time shall not be utilized for legislative and/or political activities at the State or National level, unless those activities relate to the wages, rates of pay, hours of employment, or conditions of work affecting the members of the bargaining unit. At the local level, the use of Association pool time for legislative and/or political activities shall be limited to raising concerns regarding firefighter safety. Association pool time shall not be utilized for legislative and/or political activities related to any election of public officials or City Charter amendments. Association pool time shall not be utilized for legislative and/or political activities that are sponsored or supported by the Association's Political Action Committee(s). Association pool time shall not be utilized for legislative and/or political activities at the local, state, or national levels that are contrary to the City's adopted legislative program. No Association pool time shall be utilized for activities prohibited by Section 143.086 of Chapter 143 or by the Texas Ethics Commission. Nothing contained in this Subsection is intended to limit the use of the individual firefighter's vacation time for legislative and/or political activities.

C. Written request required. All requests for ABL must be in writing and submitted at least 3 business days in advance to HQ support staff. To be considered timely, the request must be received in person, by fax, or by e-mail by noon of the day notice is due.

D. Approval of ABL requests. The Fire Chief or the Fire Chief's designee shall approve timely ABL requests, subject only to the operational needs of the Department.

Section 2. Funding and Administration of the Association Business Leave Pool.

A. Manner of Funding. Each year during the term of this Agreement, during the first ten (10) days of the calendar year, the City will contribute 5,600 hours of Association Business Leave to a pool of leave time which may be used in accordance with this Article. The City will track deductions from the pool as Association Business Leave is used.

B. Administration of Pool. Up to one thousand (1,000) hours remaining at the end of a calendar year will remain in the pool for use in the following year. However, at no time may the pool exceed sixty six hundred (6,600) hours. Up to one thousand (1,000) hours in the pool at the end of the Agreement will be available for use in the following year for Association Business Leave activities. The City and the Association shall track utilization of ABL.

C. Use of Association Business Leave by Association President. The Association President shall be permitted up to 2080 hours of Association Business Leave from the pool balance per year, less accrued leave time, which must be used under AFD policies, and shall be assigned to a 40 hour work week. The Association President shall account for all leave time taken under such status through the Fire Chief's office and such time shall be subtracted from the Association leave pool. The Association President will not be entitled to overtime pay from the City for any hours using ABL leave. The Association President may at any time be required to return to duty if an emergency situation exists. The Association President may also be assigned to any special projects at the discretion of the Fire Chief. The pool balance will not be reduced by any hours that

the President actually works at the direction of the Fire Chief. At the end of his/her term, the Association President will be allowed to return to the assignment s/he occupied before commencing ABL to perform duties as Association President.

D. Administrative Procedures. Administrative procedures and details regarding the implementation of this Article shall be specified in Departmental policy.

Section 3. Indemnification.

The Association shall jointly defend the provisions of this article on behalf of both parties, and shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any actions taken by the City or any Department of the City for any purpose of complying with the provisions of this Article. The Association shall be entitled to select and direct counsel for such defense, but shall reasonably cooperate with counsel designated by the City Attorney to participate.

**ARTICLE 11
SHARED COMMUNICATIONS BETWEEN CITY & ASSOCIATION**

Section 1. Need for Shared Communications.

The parties have agreed that there may be times when shared communications will be necessary and desirable. When those occasions occur, the parties have agreed to certain principles, as detailed in this Article.

Section 2. Principles and Goals of Shared Communications.

A. Avoidance of Personal Attacks. Whenever Fire Department management or the Association finds it desirable to communicate with members of the Department or the public, it is specifically agreed that each will avoid personal attacks or inflammatory statements.

B. Co-sponsored events. It is also a goal of shared communications that Fire Department management and the Association will identify and participate in co-sponsored events.

C. Association representation on Department Committees. Finally, it is a goal that the Association locate and assign Association representatives to Fire Department committees established by the Fire Chief to advise on policies or working conditions.

Section 3. Shared Communications Systems.

A. Association Bulletin Boards. The Association shall be permitted to use Association bulletin boards located at Fire Department work sites, after approval of placement and number by the Fire Chief. The Association's bulletin boards will be monitored by both Association station stewards and by station officers for content. The following Guidelines shall apply to materials posted on the bulletin boards:

- (1) There shall be no personal attacks or inflammatory statements.
- (2) All materials shall be directed toward dissemination of general Association information and advising members of events, meeting, and functions;
- (3) Department property (bulletin boards on AFD premises, the Pony, and email) is for public business only, and is not dedicated or made available for expressing or debating views or issues, or for any type of political campaign or election information or endorsements (this limitation does not apply to elections for Association officers, provided that only brief notices naming the individual rank, years of service and Association office sought shall be permitted);
- (4) Any concerns about the content of posted material shall be brought to the attention of the Association President or designee for review and adjustment as soon as the concerns are noticed. The objectionable material shall be removed from the bulletin board until final determination. An Association notice may include a simple reference to another source for further information such "See AAPFF Web Page or the Smoke Signal;" and
- (5) The Fire Chief retains the final decision as to whether Association materials may be posted on bulletin boards except as to the items noted in (B) 1-5 below, which may be posted without prior approval.

B. Association Use of the Pony and Station Computers and Printers. The Association may also request approval to distribute specific Association materials to the stations through the Department's inter-office mail system (the "Pony"). The Fire Chief, or her/his designee, shall not unreasonably deny such permission. With approval of the Fire Chief, or designee, the Association may be granted approval to use station printers and computers for rapid dissemination of information. Use of the Pony or the Department's computers to disseminate information without prior approval shall be limited to members of the Executive Board and the Association President, on the following categories:

- (1) Items approved by the Executive Board of Local 975 and certified by the Board as in compliance with the provisions of this Article;
- (2) Dissemination of Local 975 meeting agendas;
- (3) Special notices of Association events, activities, member opportunities, public service announcements such as "Fill the Boot" or reminders to vote;

- (4) Notices of committee meetings; and
- (5) Notices of family member deaths.

Materials distributed in the Pony or on computer shall meet the same Guidelines as contained in Section 3.A. above regarding bulletin boards. Other communications between Fire Department Management and Association Representatives may be included by advance approval.

C. Other Association Distributions. Except for the categories specifically permitted without advance approval the Fire Chief retains the final decision as to whether Association materials may be distributed on or using Department property. A copy of any material sent without prior approval shall be provided by email or photocopy for the Executive Staff.

Section 4. Joint Communications

In order to reduce the amount of rumors in the Department, the parties have agreed to certain methods of joint communications. These include, but are not limited to including a column in any Fire Department publication (should one again be published in the future) in which the Association will be permitted to address rumors. The Association also will permit the Fire Chief space for a column in the "Smoke Signal" (or other successor publication) in which to address rumors. If both parties agree, members of Fire Department management and the Association may make joint appearances at Departmental meetings in order to address critical communications.

ARTICLE 12 LEAVE PROVISIONS

SICK LEAVE

Section 1. Sick Leave Accrual Rates

Sick leave shall be accrued at the following rates.

53-hour week employees	7.50 hours per pay period
40-hour week employees	5.00 hours per pay period

Section 2. Sick Leave Use

A. The use of sick leave will be allowed in case of health care appointments, personal illness, or physical incapacity of an employee. It will also be allowed when a fire fighter is required to care for a member of his/her immediate family who is ill or incapacitated due to a medical condition.

B. Sick leave may be taken in intervals of one-quarter hour for all time that the employee is absent during a regular work day.

Section 3. Payment of sick leave upon separation.

Upon separation, maximum payout of sick leave shall be as follows:

53-hour week employees	1080 hours
40-hour week employees	720 hours

VACATION LEAVE**Section 4. Vacation Accrual Rates**

Vacation leave shall be accrued at the rates in effect for fire fighters as of October 1, 2009.

Section 5. Leave Accruals for Certain Fire Fighters on Forty Hour Workweek

Those fire fighters who work a forty hour workweek and those who volunteer to work four 10-hour days per workweek, shall have their leave accruals calculated as follows: Leave shall be accrued on the basis of an eight (8) hour day rate. Leave must be used on an hour-per-hour basis.

Section 6. Vacation Use

All vacation leave shall be scheduled and used in accordance with Department procedures approved by the Fire Chief, which shall include a vacation selection process based on seniority. The procedures may permit approval of vacation for up to two fire fighters per unit assigned to the same station regardless of the unit to which they are assigned.

Section 7. Vacation Slots

The number of vacation slots that each Battalion will receive per shift will depend on the number of fire fighter positions (excluding Battalion Chiefs) assigned to that Battalion based on the ratio of one vacation slot for every seven (7) fire fighter positions (excluding Battalion Chiefs) or fraction thereof.

Section 8. Extra Vacation Slots on Certain Holidays

The parties recognize that having one extra vacation slot available per Battalion per shift on Thanksgiving and Christmas is desirable. Therefore, the City agrees to permit one additional fire fighter per Battalion and per shift to schedule vacation time for the shift of, the shift before and the shift after Thanksgiving and Christmas. These slots will be in addition to those permitted under Section 7 above.

Section 9. Vacation: Maximum Leave Accruals.

Maximum accrual of vacation shall be as follows:

53-hour week employees	600 hours
40-hour week employees	400 hours.

Section 10. Payment of Vacation Leave Upon Separation

Upon separation, maximum payout of vacation leave shall be as follows:

53-hour week employees	360 hours
40-hour week employees	240 hours

Section 11. Accruals.

Sick leave and vacation leave shall accrue only in pay periods for which benefits accrue.

Section 12. Family and Medical Leave.

The provisions of the City of Austin Personnel Policies shall apply to the use of leave pursuant to the Family and Medical Leave Act (FMLA).

EMERGENCY LEAVE.

Section 13. Availability and Amount of Emergency Leave.

Emergency Leave is available to be used only for a death in the fire fighter's immediate family. A fire fighter on a 53-hour week is allowed four (4) days [forty-eight (48)] hours of Emergency Leave. A fire fighter on a 40-hour week is allowed five (5) days [forty (40) hours] of Emergency Leave. Emergency leave may be used on no more than four (4) occasions per calendar year, unless the Fire Chief grants a hardship exception to this limit.

Section 14. Emergency Leave Not Subtracted from Other Leave

A fire fighter's leave balances will not be reduced by usage of Emergency Leave.

CATASTROPHIC LEAVE

Section 15. Catastrophic Leave

The Joint Committee shall establish a procedure whereby sick leave may be donated and used. The Joint Committee will establish criteria for the donation and use of hours for the identified need, and the appropriate amount of donated hours. Included in the criteria will be a one-hour minimum donation and a specified beginning and ending date for the donation period. This procedure shall be subject to final approval by the Fire Chief before it is implemented. All requests for use of donated sick leave will be subject to approval of the Fire Chief.

MILITARY LEAVE OF ABSENCE

Section 16. Military Leaves of Absence

Military leave for annual duty in the military reserves or national guard will be granted in accordance with Local Government Code Section 143.072. A leave of absence for initial military training or a recall to active military duty will be granted in accordance with Local Government Code Section 143.072. Notwithstanding any provision of Section 143.072 of the Local Government Code, neither military leave nor military leave of absence require approval of the Civil Service Commission.

HOLIDAYS**Section 17. Holidays**

The following official holidays for City employees will be observed for fire fighters during the term of this Agreement. If a holiday falls on Saturday, it will be observed on the preceding Friday; if a holiday falls on Sunday, it will be observed on the following Monday.

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving
Christmas Eve*	December 24
Christmas Day*	December 25
Two Personal Holidays**	Open

*Department policy and procedure will specify how these adjacent holidays are observed when either or both of them fall on a Saturday or Sunday.

**Personal holidays will be used in accordance with Department policy and procedure. One of the two personal holidays will count as the fire fighter's September 11 holiday. Both parties agree this section is in compliance with the state statute regarding the September 11 holiday for fire fighters.

EXCEPTION VACATION**Section 18. Exception Vacation.**

Exception vacation hours are hours banked in a separate leave account as each holiday occurs. Use of exception vacation hours is subject to the same Department policies and procedures that apply to use of regular vacation hours.

Section 19. Maximum Accruals.

Maximum accrual of exception vacation shall be as follows:

53-hour week employees	264 hours
40-hour week employees	176 hours

Section 20. Payment of Exception Vacation Upon Separation.

Upon separation, maximum payout of exception vacation shall be as follows:

53-hour week employees	264 hours
40-hour week employees	176 hours

ADMINISTRATIVE LEAVE

Section 21. Administrative Leave.

Fire fighters may be granted Administrative Leave based on participation in a City or departmental program that awards Administrative Leave to program participants or for any purpose authorized by the Fire Chief.

Section 22. Pre-emption.

It is expressly understood and agreed that all provisions of this Article shall preempt any State statute, Executive Order, local ordinance, City policy or rule, to the extent of any conflict with the Article and the procedures developed hereunder, including, for example and not by way of limitation, any conflicting provisions of Local Government Code Chapters 141, 142 and 143, and more specifically, Local Government Code §§ 142.0013, 142.0015, 142.0016, 143.041, 143.015, and 143.046.

ARTICLE 13 PERSONNEL DEPLOYMENT

Section 1. Trading Assignments.

Two fire fighters of the same rank may trade or "swap" assignments in accordance with this procedure. An agreed swap must have the approval of the appropriate Battalion Chief and the next level supervisor. The swap must be made voluntarily by each fire fighter. No fire fighter may enter into a swap if he/she is high enough on a promotional eligibility list to make his/her promotion from that list likely. There shall be no swaps involving more than two fire fighters. Any manipulation of the swap procedure by any fire fighter or supervisor shall be grounds to disallow the proposed swap.

Section 2. Policy on Transfers to Open Assignments.

A. "Open Assignment" Defined. For purposes of this Agreement only, an "open assignment" is a Civil Service position of any rank from fire fighter through Battalion Chief which has been vacated for any reason, including but not limited to retirement, resignation, termination, promotion, or transfer. New positions authorized by the City Council are also "open assignments."

B. Policy. The Fire Chief will issue a General Order that will include provisions establishing posting parameters including: posting of open assignments within ten (10) days after they occur; a minimum of fifteen (15) days posting period; providing for an application and selection process; and providing written feedback to all applicants who request same. Once an assignment has been posted, it will remain posted on the Fire Department intranet until filled.

C. No selection for open assignment. If no selection is made for an open assignment advertised by a Battalion Chief, the Fire Chief may, at his/her discretion:

- (1) leave the assignment open;
- (2) fill the assignment with a staff person, if possible;
- (3) fill the assignment by promotion;
- (4) fill the assignment with a recent academy graduate (if the opening is an assignment in the Fire Fighter rank); or
- (5) fill the assignment by transfer.

D. Two-year Stay In Staff and Certain Other Assignments.

(1) Fire fighters who promote or transfer to a staff assignment (40 hours/week) or any other assignment for which assignment pay is received (except bilingual pay) shall ordinarily stay in the assignment for a minimum of two years. A Special Operations two-year commitment begins when: (a) the fire fighter begins the departmental, state, or federal certification process to qualify for the assignment; or (b) *the fire fighter may be counted towards any established required staffing level.* A fire fighter who has not begun training for the Special Operations commitment may apply for "open assignments."

(2) A fire fighter who has served 21 months in a staff assignment may apply for an open assignment in Operations. If accepted for such assignment, the fire fighter will be placed in that open assignment as soon as operational needs of the Department allow. The assignment will be reserved for the accepted fire fighter until such time that he or she is released from the staff assignment. If the fire fighter is not selected for the requested position, the fire fighter will, as soon as operational needs allow, be temporarily placed in another vacant Operations position until accepted for a permanent one.

E. Transfer procedures. The procedures to be followed in transferring fire fighters to "open assignments" are contained in the General Orders.

Section 3. Shift Trading Privileges.

A. During the term of this Agreement, the Department shall have a policy providing for the trading of shifts/time, and Kelly shifts, among fire fighters. The policy shall provide flexibility for fire fighters to make such trades, provided that the trades do not compromise the integrity of the fire fighting company or the business needs of the Department.

B. The City has agreed to facilitate the fire fighters' shift exchanges where the fire fighters do so at their sole option and for their convenience. The City offers fire fighters no incentive, encouragement, benefit, or promise of reward or advantage to fire fighters in connection with providing this option. The City retains the right to make any changes in policies or practices which the City Attorney deems necessary to comply with State and Federal overtime laws and regulations, including but not limited to 29 C.F.R. §§ 553.31 and 553.227, governing the City's involvement, regulation, or approval of fire fighter participation in this voluntary option.

Section 4. Maternity Alternative Duty Status.

For safety purposes, fire fighters who learn that they are pregnant may report their condition as soon as practical to their immediate supervisor and report for Alternative Duty. Alternative Duty may be worked during the term of the pregnancy. The Fire Chief, on a case-by-case basis, may authorize post-delivery Alternative Duty status. Policy and Procedure H07, *Transferability, Light Duty, and Maternity Leave*, shall continue to be subject to the Joint Committee process.

Section 5. Discretion of Fire Chief.

Nothing in this Article shall be construed as limiting the Fire Chief's authority to determine personnel assignments.

**ARTICLE 14
HOURS OF WORK**

Section 1. Employees Working 53-Hour Weeks

Employees who work a 53-hour week shall work one twenty-four (24) hour work shift and forty-eight (48) hours off duty. This shift schedule results in an average of fifty-three (53) hours per week. This shall be accomplished by scheduling eighteen (18) twenty-four (24) hour regular shifts and one (1) twenty-four (24) hour Kelly shift.

Section 2. Employees Working 40-Hour Weeks

The basic work week shall be forty (40) hours per week for all fire fighters who are not assigned to work a 53-hour week.

Section 3. Changes by Mutual Agreement.

By mutual agreement, the Fire Chief and the Association's Executive Board may agree to change the hours of work set out in this Article.

**ARTICLE 15
OVERTIME**

Section 1. Overtime Rates

A. Except as may otherwise be specified in this Agreement, all fire fighters shall be compensated at the rate of one and one-half (1.5) times the fire fighter's regular rate for all overtime hours. For purposes of computing overtime, all approved paid leave time that was calculated as productive time in the 2005 Agreement, except sick leave, shall be calculated as hours worked.

B. "Regular rate" or "regular rate of pay" for the calculation of overtime, shall have the meaning prescribed by the FLSA (in accordance with 29 CFR Sections 778.107 through 778.109 and 778.113).

C. Overtime worked at the beginning or end of a fire fighter's shift shall be to the nearest quarter hour for the actual time worked. Overtime that occurs as the result of being called back for duty, and is not a continuation of the fire fighter's shift, will be paid to the nearest quarter hour for the actual time worked with a minimum of two (2) hours provided.

Section 2. Overtime Rules.

A. During the term of this Agreement, the Department shall have a policy regarding overtime work in the Operations Division. The policy shall provide for constant staffing of the Operations Division. The City agrees to a consistent and predictable application of its policy regarding overtime, provided that the application of the policy does not compromise the integrity of the firefighting company or the business needs of the Department. The policy will be developed by the Joint Committee as per Article 6, Section 2 within 60 days from ratification of this Agreement. Overtime will be paid, when necessary, to maintain staffing levels established by the Fire Department's staffing policies.

B. Overtime may be paid to an individual during his/her regularly assigned Kelly Shift. Fire fighters will not be considered for overtime while working a Kelly trade. Fire fighters on their Kelly shift who have placed their name on the overtime Signup list will be offered overtime first and generally be released last. Within this group, fire fighters with the lowest total "personnel shortage" overtime hours year to date, regardless of rank, will be offered overtime first. If, after utilizing this process, overtime is still necessary, additional members will be selected by a process that does not compromise the integrity of the firefighting company.

Section 3. On Call Status

The Fire Chief shall implement a program to provide additional pay for fire fighters who are required to be on call while off duty, which will be consistent with the general city procedures for on call and call back pay as it currently exists, or as amended in the future. Any current or past practice will no longer apply. The program will be included in a General Order approved by the Fire Chief. The General Order will be implemented within 60 days from ratification of this Agreement.

Section 4. FLSA Exemption.

It is understood and agreed that the City is entitled to the partial exemption under 7(k) of the FLSA (29 U.S.C. §207(k)) and that the fire fighters assigned to the Operations Division meet the test for the 7(k) (also referred to as the 207k) partial exemption.

Section 5. Pre-emption.

It is expressly understood and agreed that all provisions of this Article shall pre-empt any state statute, Executive Order, local ordinance, City policy or rule, to the extent they conflict with this Article. This pre-emption includes, but is not limited to, any conflicting provisions of Chapters 141, 142, and 143 of the Texas Local Government Code, and more specifically, any conflicting provisions of Sections 142.0013 and 142.0015.

ARTICLE 16
PROMOTIONS, DEMOTIONS, & REINSTATEMENTS

PROMOTIONS

Section 1. Purpose and Objective.

The Association hereby agrees to the deviations from Chapter 143 promotion procedures specifically authorized by this Article. Except as allowed by this Article, the City will comply with the promotion procedures specified in Chapter 143, and retains all prerogatives granted to it by the statutory procedures.

Section 2. Promotional Examinations – General Provisions.

A. Scheduled Examination Dates & Rescheduling Exams.

Scheduled promotional examinations shall be held as provided in Appendix B of this Agreement unless the prior eligibility list is earlier exhausted, in which case the provisions of subsection F apply. The Department may require members to sign up to take the examination according to the terms specified in the notice of the exam. The actual date of the exam may be rescheduled for up to sixty (60) days in the event of circumstances beyond the City's control, including but not limited to extraordinary weather events or other emergencies. In the event of a rescheduling, no further notice of the examination is required other than the new time, place, and date of the rescheduled examination, notwithstanding section 143.029. Only members eligible as of the original posted date of the examination shall be eligible to sign up for and take the examination.

B. Effective Date of Promotions, Back Pay Liability.

With the exception of the initial scheduled examination dates for each rank, meeting the scheduled examination dates provided for in Appendix B or the re-scheduled date of an exam as allowed in Subsection A, precludes any liability for back pay for that position, provided that the promotion occurs within sixty (60) days after the scheduled examination date or within sixty (60) days after the date of an un-scheduled examination under Subsection F. The right to backpay shall not be affected as to the initial examinations given under the schedule in Appendix B. The right to a retroactive promotion date and seniority shall not be affected as to any examination given during the life of this Agreement.

C. Eligibility.

Subject to Subsection A above and Section 4 below, all candidates for promotion must meet the requirements of Local Government Code §§143.028 and 143.030.

D. Pass Not Promote Points.

If a fire fighter takes a promotional exam for the rank of fire specialist or lieutenant after the effective date of this Agreement and passes it but does not promote from the resulting eligibility list, the fire fighter will receive one (1) point on his/her

written exam score in future promotional examinations for the same rank. A maximum of two (2) PNP points may be awarded.

E. Seniority Points.

Seniority points will be awarded to each promotional candidate as per Local Government Code §143.033, and shall be credited in accordance with the testing design approved by the fire chief and the promotional testing consultant, as applicable.

F. Unscheduled Tests Necessitated by Exhausted Eligibility Lists.

If a promotional eligibility list for a rank is exhausted more than 90 days prior to the next scheduled promotional exam for that rank, the City may conduct an unscheduled promotional exam for that rank as follows:

1. The date of the unscheduled written examination and the list of source materials for the examination shall be posted in accordance with the provisions of Local Government Code Chapter 143.

2. The unscheduled exam, including any Assessment Center, will be conducted in accordance with the requirements of this Article.

3. The resulting Eligibility List will be created in accordance with the requirements of this Article, and will last for twenty four (24) months from the date of the written examination.

4. The date of the next scheduled exam will be during the month which is two years after the date of the unscheduled exam, if the new exam date would occur before the expiration of this Agreement.

5. If the new date for the scheduled exam is less than one year prior to the expiration of this Agreement, the Eligibility List created as a result of the exam will expire six (6) months after the Agreement's termination date.

Section 3. Promotional Process for Captains & Battalion Chiefs.

A. Structure of Process.

1. Vacant positions in the rank of Battalion Chief shall be filled from an eligibility list created by a promotional procedure consisting of a Written Examination and an Assessment Center conducted in accordance with this Article. Beginning with the second promotional examination given after the effective date of this Agreement, vacant positions in the rank of Captain shall be filled from an eligibility list created by a promotional procedure consisting of a Written Examination and an Assessment Center conducted in accordance with this Article.

2. The Fire Chief, with the assistance of the Promotional Process Consultant (third party vendor), will develop and implement the testing procedures, which will include a written test and an Assessment Center, covering subject matters as determined by the Chief.

3. The Promotional Process Consultant (third party vendor) will develop and implement the Promotional process to select highly qualified candidates (evidence will be accumulated to support an inference of job relatedness), to have a high degree of validity, and to minimize adverse impact.

4. The Promotional Process Consultant (third party vendor) shall certify that the testing process used meets these underlying criteria with the methodologies utilized and results achieved. This certification shall serve as conclusive evidence of validity and full compliance with the assessment procedures and, accordingly, preclude an appeal from the scores and/or ranking of an assessment center list in the absence of fraud, substantive integral compromise or material manipulation.

B. Written Examination

1. The date of the Written Examination and the list of source materials for the examination shall be posted in accordance with the provisions of Local Government Code Chapter 143.

2. The Promotional Process Consultant will determine whether to have a passing cut off score, or not, as a condition of proceeding to the Assessment Center portion of the examination.

C. Assessment Center.

1. Parties Devising & Conducting Assessment Center.

(a) The Assessment Center process shall be administered by a Promotional Process Consultant (third party vendor) designated in accordance with this Article. The third party vendor shall be a professional vendor who is not a current or former employee of the City of Austin.

(b) The assessments themselves shall be performed by an Assessment Center Panel consisting of three (3) members designated in accordance with this Article.

2. Oversight Committee.

(a) An Oversight Committee ("OC") shall be appointed in accordance with this Article and shall have the responsibilities set forth below. The purpose of the OC is to identify the criteria (scope of work) to be used to select the third party vendor, and to assist the purchasing department in the development of the Request for Proposal (RFP). The OC will endeavor to reach consensus on a recommendation on the scope of work, the development of the RFP, and the selection of the vendor. The failure to reach consensus shall not be a grievable matter and shall not delay the selection process. The OC shall evaluate proposals (which may include interviewing applicants and checking references), and score proposals pursuant to purchasing department procedures which include a recommendation for its choice of vendors to the Fire Chief. The Association may appoint two voting members to the OC. The remaining three voting members of the OC will be appointed by the Fire Chief and the Human Resources Department. The Human

Resources Department may also add two additional non-voting members from persons in departments that regularly are a part of the RFP process. HRD will draft the Request for Proposal and participate with the OC in all phases of the process. No employee who is then a candidate for promotion to Captain or Battalion Chief shall serve on the Oversight Committee.

(b) The third party vendor (once awarded), upon request of two or more members of the OC, will meet with them and discuss the methods used in developing the testing processes.

3. Assessment Process Panel. The Assessment Process Panel (the "Panel") shall consist of three (3) members. The Promotional Process Consultant shall be responsible for the recruiting, training, and selection of the Panel members. None of the Panel members may be current, former, or retired employees of the City of Austin. None of the Panel members may have any relationship with any candidate participating in the Assessment Center. All members of the Panel shall have at least one (1) year's experience, within the last five (5) years immediately preceding the Assessment Center, as a fire service professional in the same or higher rank being assessed in a fire department having a minimum staffed strength of four hundred (400) fully paid career fire fighters. The same Panel of three (3) members will assess the entire candidate pool for any given scenario or discrete portion of the assessment center. This provision shall not apply to any candidate taking a promotional examination by virtue of rights granted under USERRA.

4. Posting and Orientation. The date(s) of the Assessment Center shall be posted at least ninety (90) days prior to the date(s) specified for the Assessment Center. If the date(s) of the Assessment Center are postponed, the new date(s) shall be posted at least ten (10) days prior to the new date(s). A brief description of the criteria and subject areas for the Assessment Center will be posted at least ninety (90) days prior to the date of the Assessment Center. All candidates will be invited to attend a classroom orientation concerning the Assessment Center process. The invitation will be posted on FireNet at least ten (10) days prior to the date of the orientation.

5. Debriefing Opportunity for Candidates. After the Assessment Center process has been completed, there will be a process for a voluntary, individual debriefing for each promotional candidate and each of the other participants in the process, at which time candidates will receive information concerning any scores and weighing of the components of the testing process.

D. Composite Scores from Written Examination and Assessment Center.

A candidate's total score resulting from the promotional procedure shall be based on a composite of scores combining the final Written Examination and the Assessment Center scores, as determined by the Promotional Process Consultant. The total credit for all combined exam components will be 100% of the candidate's total score, and will be allocated as part of the test design. The maximum number of points available for any single examination component will be determined through the test design, with the promotional consultant, which may include the job analysis process with Subject Matter

Expert (SME) input. The allocation between the two procedures will be published in the promotional announcement.

E. Creation of Eligibility List.

1. Candidates who successfully complete all of the Assessment Center testing processes will be placed on an eligibility list in rank composite score order. A final composite score list will be issued by the Promotional Process Consultant for each Assessment Center completed. HRD shall produce the eligibility list from which vacant positions shall be filled in rank order. The eligibility list shall rank all candidates based on the candidate's composite scores from the Written Examination and the Assessment Center, together with any seniority points.

2. If, after the expiration of the deadline to file an appeal, no appeals have been filed, the Civil Service Office shall post the eligibility list and the list shall become effective immediately. If, during the time to file an appeal, an appeal has been filed, the Civil Service Office shall then submit the list for certification to the Civil Service Commission.

3. If, for any reason, an effective eligibility list needs to be corrected, the Civil Service Office shall correct the list and submit the corrected list for certification to the Civil Service Commission. If the Commission chooses to certify a corrected list, the effective date of the list shall remain the same as the original effective date.

Section 4. Life of Eligibility Lists Created Under This Agreement.

Notwithstanding the provisions of Local Government Code §143.036, the life of each promotional eligibility list created during the life of this Agreement will be twenty-four (24) months from the date of the written examination, notwithstanding any pending disputes, appeals or litigation concerning an applicant's score or right to promotion.

Section 5. Existing Promotional Eligibility Lists.

Promotional eligibility lists that exist on the effective date of this Agreement will be used to fill promotional vacancies in the ranks for which they were created until they expire. Division Chiefs promoted from Civil Service promotional lists may not be demoted involuntarily except in accordance with Local Government Code §143.054.

Section 6. Eligibility to Promote to Fire Specialist.

Fire Fighters wishing to take the civil service promotional examination for the rank of Fire Specialist must be an approved Relief Driver. All Fire Fighters will be provided an opportunity to take the Relief Driver course at some point prior to the date they become eligible to take the Fire Specialist promotional examination.

Section 7. Unlawful Impact.

The City agrees that it will not change the promotional process for any rank, once adopted for a promotional cycle, unless a court or the EEOC/TWC determines that the process outcome is unlawful under Title 7 or Chapter 21 of the Texas Labor Code. The third party vendor may also make this determination for a testing process formulated by

it, and the Chief may implement any changes or adjustments proposed by such vendor, which otherwise comply with applicable law.

Section 8. Promotions to Division Chief and Assistant Chief.

A. Promotions by Appointment Allowed; Appointment Procedure.

1. Promotions to the ranks of Division Chief and Assistant Chief will be made by use of the appointment procedure specified in Local Government Code §143.014. Fire fighters appointed to such positions must have all the qualifications specified, and will have all rights and remedies afforded them under §143.014, including but not limited to the appeal rights provided in §§143.014(g)-(h).

2. The total number of Division Chief and Assistant Chief positions may not exceed ten (10), but the Fire Chief may allocate the number of appointed positions in each rank as he/she deems appropriate as long as the total number of positions does not exceed ten (10), except as provided under Section 9 below. The number of positions in the ranks of Assistant Chief and Division Chief will be subject to approval of the City Council.

B. Qualifying Criteria.

1. The Fire Chief shall establish, in writing, required qualifying criteria for persons to be appointed which are in addition to the qualifications listed in Local Government Code §143.014, which may include management experience, education, training, and special experience.

2. The Fire Chief may not make an appointment until the required qualifying criteria are established and approved as prescribed by this Subsection.

3. The Fire Chief may remove without cause a person appointed under this section, subject to the person's rights under Local Government Code §143.014(g).

Section 9. Shift Commander Assignment.

The Fire Department will maintain a minimum of three (3) Shift Commander assignments which will be filled by a Division Chief with a minimum of two (2) years experience in Operations in the rank of Battalion Chief, or who attained the rank of Division Chief through competitive examination. If it becomes necessary to appoint a Battalion Chief to Division Chief in order to provide three Division Chiefs who meet the qualifications to fulfill the Shift Commander assignment, the number of positions under Section 8.A shall increase to eleven (11). The requirement to fill the Shift Commander assignment in this manner will extend beyond the expiration date of this Agreement for six (6) months, or until every promotional list created under this Agreement has expired, whichever is later. This provision may also be extended as a result of any extension of this Agreement under Article 30.

WRITTEN PROMOTIONAL EXAMINATION APPEAL PROCESS

Section 10. Application of this Process.

The appeal process specified in this Article applies to appeals by individual candidates regarding the grading of their written promotional examinations. Any challenges to the administration of a written promotional examination shall be made in accordance with the provisions of Chapter 143 of the Texas Local Government Code.

Section 11. Appeals Criteria.

A. In appeals from written promotion examinations, criteria will be applied to judge the merits of an appeal. The criteria are established in this Section, but may be modified by the Appeals Criteria Committee ("ACC") as provided in Section 12.C of this Article. In judging the merits of an appeal the Employee Review Committee ("ERC") described in Section 14 of this Article shall apply only the criteria listed in this section. If, however, the ACC has modified the criteria, the modified criteria will be used by the ERC. The Civil Service Commission must apply the criteria as well, but may add any other criteria it deems relevant to judge the merits of an appeal. All appeals must be on the form prescribed by the Director of Civil Service and must meet the following criteria for the appeal to be submitted to the Civil Service Commission:

1. The form must be completed in the fire fighter's own handwriting, must be legible and must contain the following:
 - (a) Fire fighter's name and TXFIR number
 - (b) Name of the exam
 - (c) Question # being appealed
 - (d) The reason(s) why the question or exam is being appealed
 - (e) The date.
2. The form must be completed so that it challenges a specific question.
3. The form must state or list clearly the specific reason(s) for the appeal and must refer only to the approved source material list used to formulate the questions.
4. All support materials cited in or attached to the appeal form must come only from the approved source material list.
5. Unless the criteria for appeals are altered or modified by the Appeals Criteria Committee, appeals must be based on at least one of the following reasons:
 - (a) There is more than one correct answer.
 - (b) There are no correct answers.

- (c) The question is not clearly stated or there is an error so that the correct answer could not be determined.
 - (d) The question is not from the listed source material.
 - (e) The correct answer scored is not the correct answer.
 - (f) The context of the source material was not used properly in the question or answer.
6. The following contains examples of appeals that will not be submitted to the Civil Service Commission for its review:
- (a) Punctuation marks are missing or incorrect.
 - (b) The exact wording in the source materials was not used.
 - (c) The question is not job relevant. (All materials included on the approved source materials list are deemed job relevant.)

Section 12. Appeals Criteria Committee.

A. Role of Appeals Criteria Committee. An Appeals Criteria Committee (ACC) shall be appointed to review and modify, as necessary, the criteria for what may be appealed to the Civil Service Commission following all written promotional examinations. The ACC shall review the appeal criteria contained in this Agreement following the first written examination appeal conducted under this Agreement to determine whether the criteria should be modified. Thereafter, the ACC shall meet to review the criteria prior to each examination appeal process.

B. Appointment of Members. The ACC, composed of seven (7) individuals, shall be appointed as follows:

- (1) Three (3) members appointed by the Association, each having taken at least one (1) promotional exam;
- (2) Two (2) members appointed by the Fire Chief, each having taken at least one (1) promotional exam;
- (3) One (1) member appointed by the Director of Human Resources; and
- (4) One (1) member appointed by the Chair of the Civil Service Commission.

C. Approval of Criteria. A simple majority of the ACC shall approve the criteria. The criteria approved by the ACC shall not be appealable to either the Civil Service Commission or to the district court.

Section 13. Appeal Process After Written Examination.

A. Appeal. Any fire fighter who has taken a written promotional examination may, within five (5) City of Austin business days of posting of the written promotional

examination results, review his/her examination results. In a process established by the Human Resources Department, each candidate who has taken a written promotional examination may have a time period to review his/her examination, write, and submit an appeal. A candidate may submit his/her written appeal at any time before the close of business on the fifth (5th) City of Austin business day after the posting of the written promotional examination results. Any appeal must be based on the appeal criteria as provided in this Agreement or as altered or modified by the Appeals Criteria Committee. Each candidate will receive a copy of the Human Resources Department process at the conclusion of his/her examination.

There shall be no appeal from the results of an Assessment Center process unless an individual fire fighter alleges that the results of the process were tainted by fraud, substantive integral compromise or material manipulation on the part of the City, the Promotional Process Consultant or the Assessment Center Evaluation Board. If such allegation is made, the fire fighter may appeal only to the Civil Service Commission. The Commission's decision on such appeal may be overturned only if it was procured by fraud, collusion or other unlawful means, or it is not supported by substantial evidence as judged from the administrative record made before the Commission.

B. Review of Examination. The Human Resources Department will be responsible for providing dates, times, and locations for members to sign up to review their examinations. Each fire fighter will be responsible for signing up for a specific time period to review his/her examination. The fire fighter will be permitted to stay beyond his/her scheduled time period, if needed, to complete his/her review and to write and submit an appeal. Copies of source materials will be provided for a fire fighter's use during this review period *only* if the fire fighter specifically requested the materials on the Sign Up form. During the period designated for the fire fighter to review his/her examination, the fire fighter may bring self-prepared materials such as notes, flash cards, or outlines. The only published materials a fire fighter may bring are the source materials upon which the examination was based.

Section 14. Review By Employee Review Committee.

A. Role of ERC. An Employee Review Committee (ERC) will be appointed to screen written examination appeals for the ranks of Fire Fighter through Battalion Chief to the Civil Service Commission, applying the criteria described in Section 11.A(5) of this Article to determine if any appeals should not be advanced to the Civil Service Commission because they do not meet the criteria.

B. Appointment of ERC Members. The ERC shall be comprised of five (5) members, as follows:

- (1) For promotional examinations for Specialist rank:
 - (a) Four (4) Specialists or higher rank, two (2) each appointed by the Association and the Fire Chief; and
 - (b) One (1) non-voting member appointed by the Human Resources Department.

- (2) For promotional examinations for Lieutenant rank:
 - (a) Four (4) Lieutenants or higher rank, two (2) each appointed by the Association and the Fire Chief; and
 - (b) One (1) non-voting member appointed by the Human Resources Department.
- (3) For promotional examinations for Captain rank:
 - (a) Four (4) Captains or higher rank, two (2) each appointed by the Association and the Fire Chief; and
 - (b) One (1) non-voting member appointed by the Human Resources Department.
- (4) For promotional examinations for Battalion Chief rank:
 - (a) Four (4) Battalion Chiefs or higher rank two (2) each appointed by the Association and the Fire Chief; and
 - (b) One (1) non-voting member appointed by the Human Resources Department.

C. Conflicts of Interest. To prevent conflicts of interest, a member of the ERC must not have a personal relationship or conflict of interest with any candidate whose appeal will come before them. The Fire Chief and the Association President shall appoint alternates to the ERC for each rank, who shall substitute for a member of the ERC who cannot review the appeal of a candidate because of a personal relationship or conflict of interest. The Fire Chief shall determine whether such a personal relationship or conflict exists. In a process established by the Human Resources Department, each candidate who has taken a written promotional examination may appear before the ERC and present information on each question appealed. Only source material may be used to support the candidate's appeal.

D. Decision on Appeals. Appeals may be denied advancement from the ERC to the Civil Service Commission by a vote of a simple majority of the voting members on the ERC. The ERC will make one of the following decisions:

- (1) The appeal meets the applicable criteria and should be passed on to the Civil Service Commission.
- (2) The appeal does not meet the applicable criteria and should not be passed on to the Civil Service Commission.

E. Appeal of Commission Decisions. There will be no state District Court appeal of the ERC's examination appeal determinations or from the Civil Service Commission's written examination appeal decisions, except an appeal alleging the City's failure to validate the written examination, fraud, collusion, or unlawful means.

F. Nothing in this article is to be construed as limiting a fire fighter's right to speak and present argument in support of or against an appeal that has been advanced to the Civil Service Commission.

DEMOTION AND REINSTATEMENT

Section 15. Demotions due to return from military leave of absence.

In accordance with the provisions of Local Government Code §143.072, when a fire fighter returns from a military leave of absence, is reinstated to active duty in the department and is restored to his/her former position, thus creating a surplus in his/her rank, the last person promoted to that rank will be demoted and placed on the reinstatement list for that rank.

Section 16. Reinstatement List.

A. **Placement on List.** Any person placed on the reinstatement list (and there shall be only one list for each rank) by virtue of demotion shall remain on the list indefinitely. This section shall apply to all demotions other than voluntary demotions and those made for discipline on civil service charges, which circumstances do not give rise to any right to be placed on a reinstatement list. Persons on the list shall be entitled to reinstatement in the reverse order of demotion. This results in last demoted first reinstated. Reinstatements must occur off of the reinstatement list before any promotions from a promotional eligibility list. Until such reinstatements occur and the reinstatement list is exhausted, there shall be no "vacancy" created for the purpose of any promotional eligibility list.

B. **Promotional eligibility after reinstatement.** Once reinstated, a fire fighter's eligibility for promotion shall be determined from cumulative time in rank, rather than continuous time in rank.

C. **Special Pre-emption.** This section alone shall control any right to reinstatement from a reinstatement list, and all provisions of Chapter 143 are preempted, whether or not expressly inconsistent with this provision.

Section 17. Vacancy Created by Extended Absence.

Notwithstanding any provision in this Article or any provision in Local Government Code Chapter 143, a continuous absence from duty for more than six (6) months because of illness, injury, or authorized leave, or an external internship shall create a vacancy, but shall not expand the size of the classified service. When the fire fighter whose absence created the vacancy returns to active duty, the last person promoted to that rank will be demoted, with such rights as are prescribed in Section 15 of this Article. Any prior continuous absence as defined herein shall resume as of the effective date of this Agreement.

OTHER PROVISIONS

Section 18. Duty to Bargain; Mutual Objectives.

Neither the City nor the Association concede or waive any legal positions or rights as to future bargaining cycles by bargaining and reaching agreement on this Article.

Section 19. Controlling Article/Pre-emption.

The Maintenance of Standards language of Article 24, Section 2 is inapplicable to promotions, which shall be governed solely by this Article and Chapter 143 as modified by this Article. Any provisions in Chapter 143 that are inconsistent with any provisions of this Article, including but not limited to any conflicting provisions of Subchapter B, are expressly modified and pre-empted by this Agreement.

Article 17

RECRUITING, HIRING & CADET TRAINING

Section 1. Application of Chapter 143 Processes

The Association, recognizing the City's need for flexibility in the hiring of Cadets for the Department's regular Training Academy program, hereby agrees to the deviations from Chapter 143 hiring procedures specifically authorized by this Article. The City recognizes the Association's need to uphold high professional standards by agreeing to a deviation in hiring while still seeking to select highly qualified candidates. The parties agree to a Cadet Training Standard which will ensure that those who graduate from the Cadet Training Academy have met or exceeded all the requirements of the training academy. Both parties agree that all these needs will be best met by hiring a third party vendor and allowing the flexibility to design a process intended to have a high degree of validity, a direct job relationship, and to seek highly qualified candidates while minimizing adverse impact in hiring.

Section 2. Recruiting

The Association, recognizing the value civilian recruiters can bring to the hiring process, hereby agrees the City may use civilian contractors and/or "non-civil service employees" to recruit applicants to the Fire Department. The City agrees that the use of civilian recruiters shall not cause a reduction in authorized force.

Section 3. Initial Hiring Process

A. Submission of Proper Application

(1) In order to be considered for the position of cadet, each applicant must first submit a proper application as reasonably defined by the Department. A proper application shall include, but not be limited to, information on personal history, criminal history, driving record and age. The information submitted shall be used by the Fire Department to determine whether the applicant meets the minimum qualifications to proceed to the testing phases of the process.

(2) The Fire Chief shall establish the eligibility and posting requirements for applicants for the position of fire cadet, which shall not be less than the requirements made in Local Government Code Sections 143.022 through 143.024.

(3) Any testing procedure ultimately used to create an eligibility list for beginning positions must be open to each person who makes a proper application in accordance with this Section.

B. Oversight Committee

(1) The purpose of the Oversight Committee (OC) is to identify the criteria (scope of work) to be used to select the third party vendor, and to assist the purchasing department in the development of the Request for Proposal (RFP). The OC will endeavor to reach consensus on a recommendation on the scope of work, the development of the RFP, and the selection of the vendor. The failure to reach consensus shall not be a grievable matter and shall not delay the selection process. The OC shall evaluate proposals (which may include interviewing applicants and checking references), and score proposals pursuant to purchasing department procedures which includes a recommendation for its choice of vendors to the Fire Chief. The Association may appoint two voting members to the OC. The remaining three voting members of the OC will be appointed by the Fire Chief and the Human Resources Department. The Human Resources Department may also add two additional non-voting members from persons and departments that regularly are a part of the RFP process. The third party vendor shall be a professional vendor who is not a current or former employee of the City of Austin,

(2) The third party vendor (once awarded), upon request of two or more members of the OC, will meet with them and discuss the methods used in developing the testing processes. The third party vendor, with the assistance of the Fire Chief, shall design a Hiring Process based on criteria described in this Article.

C. Screening and Testing of Applicants

(1) The Fire Chief, with the assistance of a third party vendor, will develop and implement the screening and testing procedures used to determine whether an applicant will be offered a position as a fire cadet in a fire academy class. The screening and testing procedures will include, at a minimum, a written cognitive test, an interview or assessment process, a physical ability test and a background investigation; and may include points for military service as determined by the third party vendor. Nothing in this Agreement or in Chapter 143 will restrict the nature of the tests administered to applicants, the procedures used to administer those tests, or the procedures used to determine the rank ordering system used to establish the eligibility list.

(2) The third party vendor shall certify that the hiring process followed the "Principles for the Validation and Use of Employees Selection Procedures" (SIOP). This certification shall serve as conclusive evidence of validity and compliance with these principles, in the absence of fraud, substantive integral compromise, or material manipulation.

(3) Once a hiring process has been identified, the City will provide the process to the Association prior to accepting applications for entry level fire cadets. The City agrees not to change the hiring process for that hiring cycle unless a court, the third party vendor, or the EEOC/TWC determines that the process outcome is unlawful under Title 7 or Chapter 21 of the Texas Labor Code.

(4) Applicants who successfully complete all of the screening and testing procedures will be placed on an eligibility list in the rank order determined from their composite score on all scored selection devices used in that hiring cycle. Applicants on the eligibility list may be offered a position as fire cadet in any upcoming Fire Academy class in rank order during the life of the eligibility list.

(5) Life of Eligibility Lists. Notwithstanding the provisions of Section 143.025, the life of each eligibility list created during the life of this Agreement will be designated a life of no less than twelve (12) months and not more than twenty-four (24) months from the date that the list is effective as a final eligibility list. The duration of the list shall be specified in the notice to submit applications. An eligibility list in existence on September 30, 2013 (the expiration date of this Agreement) may continue to be used until the latter of the following dates: (a) six months beyond the expiration date of this Agreement, or (b) the last day the parties remain in good faith negotiation of a successor Agreement without declaration of an impasse. Any applicant hired under a list in effect on the expiration date of this Agreement shall continue to be trained utilizing the training standards in this Article.

D. Lateral Entry.

(1) Applicability

The lateral entry process applies only to the hiring of certified fire fighters.

(2) Eligibility Requirements

(a) The Fire Chief shall establish the eligibility requirements for applicants for the lateral entry process. The requirements need not be the same as those established by Chapter 143 or those applicable to applicants for the position of Cadet in the Department's regular Training Academy. The requirements may be modified by the Fire Chief, but shall include at least the following:

(b) At the time of application, each applicant must have been actively employed as a structural fire fighter for one or more municipalities, ESDs, military or county fire departments within the two years prior to the date of application, and must have a total of at least three years of active service as a fire fighter for one or more municipalities, ESDs, military or county fire departments. Austin-Travis County EMS employees who have structural fire fighting certification and three or more year's prior experience with a fire department also qualify for the lateral entry program.

(c) Each applicant will be subject to a background investigation.

(3) Selection and Placement

(a) The Fire Chief shall use the selection criteria and procedures set out in Article 17, Section 3A-C to establish an eligibility list, except that the age limits of §143.023 shall not apply.

(b) Applicants who successfully complete all of the screening and testing procedures will be placed on an eligibility list in the rank order determined from their composite score on all scored selection devices used in that hiring cycle. Applicants on the eligibility list may be offered a position as fire cadet in any upcoming Fire Academy class in rank order during the life of the eligibility list.

(c) Notwithstanding the provisions of 143.025, the life of each eligibility list created during the life of this Agreement will be designated a life of no less than twelve (12) months and not more than twenty-four (24) months from the date that the list is effective as a final eligibility list. The duration of the list shall be specified in the notice to submit applications for lateral entry. A list in existence on September 30, 2013 (the expiration date of this Agreement) may continue to be used until the latter of the following dates: (a) six months beyond the expiration date of this Agreement, or (b) the last day the parties remain in good faith negotiation of a successor Agreement without declaration of an impasse. Any applicant hired under a list in effect on the expiration date of this Agreement shall continue to be trained utilizing the training standards in this Article.

(d) Upon hire, each lateral entry candidate must complete a modified training academy of not less than ten (10) weeks, as determined by the Chief.

(e) The probation period for lateral entry candidates is twelve months from the date of hire.

(f) Each lateral entry candidate must successfully complete all Training Standards established in this Agreement.

(4) Civil Service Status

Upon successful completion of the Modified Training Academy and probationary period, each fire fighter hired through this process shall immediately become a full-fledged Civil Service employee.

(5) Pay and Seniority

(a) The Fire Chief may determine the pay rate for each lateral entry hire during the Modified Training Academy. Upon completion of the Academy, the Fire Chief may determine the pay rate for each fire fighter hired through this lateral entry process. Any pay rate established by the Chief shall not exceed that of a fire fighter with two years' experience in the Austin Fire Department. Each lateral entry hire shall be placed in the rank of fire fighter.

(b) Regardless of the pay rate established for each lateral entry hire, seniority for purposes of longevity pay shall begin from the date of hire.

(6) Promotional Eligibility

Fire fighters hired through the lateral entry process must meet the same promotional eligibility requirements as Austin Fire Department fire fighters hired through the Department's regular initial hiring process.

(7) Implementation

The lateral entry process described by this Article may be used at any time, for any number of candidates, as authorized by the Fire Chief.

Section 4. Cadet Training,

A. Cadets.

Every applicant hired in accordance with this Article must attend an Austin Fire Department Training Academy. Every applicant selected for a Training Academy must successfully complete the training program established for that Academy.

B. Training Manual.

(1) The Fire Chief shall issue a Cadet Manual prior to the beginning of each Academy class. Subject to the Fire Chief's authority described in Section 4.E below, the provisions of the Cadet Manual shall be published and enforced as written.

(2) The Cadet Manual must include the following:

(a) academic and performance criteria no less stringent than those for Class 110, unless the third party vendor, a court, or the EEOC/TWC determines that the application of those standards are unlawful under Title 7 or Chapter 21 of the Texas Labor Code;

(b) minimum passing scores not less than 70%.

(c) the following rules for re-test opportunities:

(i) **Announced written tests:** A Cadet shall be permitted only one (1) re-test opportunity for each announced written test and shall not be permitted more than two (2) re-test opportunities for announced written tests during the entire Academy.

(ii) **Announced skill evaluations:** A Cadet shall be permitted only one (1) re-test opportunity for each announced skill evaluation and shall not be permitted more than five (5) re-test opportunities for announced skills evaluations during the entire Academy. All re-tests of announced skill evaluations will be videotaped.

(d) the composition and role of the Cadet Oversight Committee for the Training Academy to which the Manual applies. The Association will be entitled to have a non-participating observer attend Cadet Oversight Committee meetings unless prohibited by law or in the event of confidential privacy issues, as determined by the Chief. In the event the Cadet Oversight meeting occurs on short notice due to unforeseen circumstances, the Association's observer will be briefed as soon as possible. The observer will use ABL if scheduled to work and will not otherwise be compensated.

(e) definitions of the terms "announced written tests" and "announced skill evaluations."

C. Termination Recommendation for Test or Evaluation Failure

(1) The Cadet Oversight Committee or the Training Academy staff shall make a written detailed recommendation that the Fire Chief terminate the employment of a Cadet based on the Cadet's failure(s) of written test(s) or skill evaluation(s).

(2) The Fire Chief may review whether the conditions of the test or evaluation were set up properly and determine whether the test should be re-administered. The Fire Chief shall convene a Chief's Review Committee to assist him/her in reviewing information regarding the issue. The Association will be entitled to have a non-participating observer attend all Chief's Review Committee meetings, unless prohibited by law or in the event of confidential privacy issues, as determined by the Chief.

(3) If the Fire Chief determines a test should be re-administered, he/she shall provide written reasons to the Association President for his/her decision. The Association agrees to indemnify the City for any amounts awarded against the City due to a breach of confidentiality or release of this information that is demonstrated to be due to the Association's actions.

D. Extenuating Life Circumstances.

During a Training Academy, the Fire Chief shall have authority to consider extenuating life circumstances that may be related to a Cadet's failure of a written test(s) or skill evaluation(s). "Extenuating Life Circumstances" are events which are beyond the control of both the Cadet and the Training staff. If the Fire Chief finds that extenuating life circumstances justify an exception to the Cadet Training Manual, the Fire Chief may direct that the Cadet be retested. The Fire Chief shall notify the Association President, in writing, of his/her (the Chief's) decision and the extenuating life circumstances that justify his/her decision. The Association may challenge the Fire Chief's decision to retain the Cadet by filing a grievance in accordance with Article 20. In any arbitration resulting from the grievance, an arbitrator shall determine whether the extenuating life circumstances justified the Fire Chief's decision. If the arbitrator determines that the Fire Chief's decision was not justified, the arbitrator shall order that the Cadet's employment be terminated, even if the Cadet has graduated from the Academy and/or completed probation at the time of the order. The arbitrator's decision shall be final.

E. Actions by the Fire Chief.

(1) Once a hiring cycle has begun, the Fire Chief may update the Cadet Training Manual, at any time, to implement any criteria required by law, regulation, or industry standard such as the Texas Commission on Fire Protection, Texas Department of Health, American Heart Association, and the Office of the Medical Director or the National Registry of Emergency Medical Technicians.

(2) This Article shall not affect the Chief's existing authority to make determinations about cadets on issues of attendance, discipline, personality, suitability or other such matters not covered by the performance and academic standards established for each cadet class.

(3) This Article shall not affect the Chiefs authority to make any determination concerning the continued employment of probationary fire fighters.

(4) No grievance or other remedy shall apply in the event of termination of a cadet by the Fire Chief.

(5) This agreement does not create any rights in continued employment for cadets, as third party beneficiaries or otherwise.

Section 5. Additional Provisions

A. Shared Goals

The Association and the City share the goals of recruiting and hiring the most qualified applicants to become Austin Fire Fighters while minimizing adverse impact in hiring. The Association acknowledges the degree of flexibility incorporated into this Article is of benefit to both parties in achieving their shared goals of hiring the most qualified applicants and minimizing adverse impact in hiring.

B. Indemnification/Defense of Actions.

(1) To the extent allowed by law, the City shall indemnify the Association and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any actions taken in compliance with this Article.

(2) The Association has entered into this Agreement in good faith and understands and agrees that the provisions of this Article are in compliance with the authority granted the parties under Chapter 174 of the Local Government Code that allows the City and the Association to mutually alter provisions of Chapter 143 of the Local Government Code. In the event that the provisions of this Article are challenged, the Association will file an amicus curiae brief supporting the City's ability to implement the provisions of this Article.

(3) In the event an applicant files an action against the City, or against the City and the Association on account of the operation of this Article, the City agrees to and is expressly authorized to represent the Association to jointly defend, on behalf of both parties, in mutual cooperation with the Association, the validity of this provision adopted by both parties, with counsel of the City's choice. This provision does not preclude the Association from retaining and designating its own defense counsel to participate. If both parties are sued and the Association does not retain its own counsel, the City is expressly authorized to represent the Association in such suit. The Association will not petition, support, cooperate with or otherwise assist any person, applicant, or member of the bargaining unit in any action, formal or informal, attacking the procedures in this Article. However, this does not preclude the Association from bringing or supporting a grievance for alleged violations of this Article.

C. Preemption

It is expressly understood and agreed that the provisions of this Article supersede the provisions of any State statute, executive order, local ordinance, Civil Service Commission Rule or other rules with which they conflict. This Article specifically preempts the provisions of Chapter 143 pertaining to the selection and hiring

of applicants for initial positions, including, but not limited to Sections 143.021 through 143.027, except as specifically provided herein to the contrary.

ARTICLE 18 INVESTIGATION & DISCIPLINARY ACTIONS

Part A. INVESTIGATIONS

Section 1. Definitions. In Part A of this Article, the following terms and phrases have these meanings:

A. "Complainant" means a person claiming to be the victim of misconduct by a fire fighter or any other individual who files a complaint regarding a fire fighter.

B. "Investigation" means an administrative investigation, conducted by the municipality, of alleged misconduct by a fire fighter that could result in disciplinary action against the fire fighter.

C. "Investigator" means any agent or employee of the municipality who is assigned to conduct an administrative investigation.

D. "Normally assigned working hours" includes those hours during which a fire fighter is actually at work or at the fire fighter's assigned place of work, but does not include any time when the fire fighter is off duty on authorized leave, including sick leave.

E. "Disciplinary action" means temporary disciplinary suspension, indefinite suspension, demotion in rank, or any combination of those actions.

Section 2. Interview of Subject Fire Fighter.

A. An investigator may interview a fire fighter who is the subject of an investigation only during the fire fighter's normally assigned working hours, unless:

- (1) the seriousness of the investigation, as determined by the Fire Chief, or designee, requires interview at another time; and
- (2) the fire fighter is compensated for the interview time on an overtime time basis.

B. The Fire Chief may not consider work time missed from regular duties by a fire fighter due to participation in the conduct of an investigation in determining whether to impose disciplinary action or in determining the severity of disciplinary action.

C. An investigator may not interview a fire fighter who is the subject of an investigation or conduct any part of the investigation at the fire fighter's home without the fire fighter's permission.

D. Not less than forty-eight (48) hours before an investigator begins the initial interview of a fire fighter who is the subject of an investigation, the investigator must inform the fire fighter in writing of the allegations in the complaint.

E. An investigator may not interview a fire fighter based on a complaint by a complainant who is not a fire fighter unless the complainant verifies the complaint in writing before a public officer who is authorized by law to take statements under oath. An investigator may interview a fire fighter about events or conduct reported by a witness who is not a complainant without disclosing the name of the witness. An interview may be based on a complaint from an anonymous complainant if the departmental employee receiving the anonymous complaint certifies in writing, under oath, that the complaint was anonymous. The provisions of this Subsection E do not apply to an on-the-scene investigation that occurs immediately after an incident being investigated, except that the fire fighter under investigation must be furnished, as soon as practicable, a written statement of the allegations in the complaint.

F. An interview session of a fire fighter who is the subject of an investigation may not be unreasonably long. In determining reasonableness, the gravity and complexity of the investigation must be considered. The investigator shall allow reasonable interruptions to permit the firefighter to attend to personal physical necessities.

G. An investigator may not threaten a fire fighter who is the subject of an investigation with disciplinary action during an interview. An investigator may inform a fire fighter that failure to answer truthfully reasonable questions directly related to the investigation or to cooperate fully in the conduct of the investigation may result in disciplinary action.

H. If prior notification of intent to record an interview is given to the other party, either the investigator or the fire fighter who is the subject of an interview may record the interview.

I. A fire fighter who is the subject of an investigation or administrative inquiry shall have the right to be represented by an attorney or Association representative of the fire fighter's choice during an interview. The attorney or representative cannot be a fire fighter who has any involvement with the matter under investigation, other than the fire fighter's role as representative of the fire fighter who is the subject of the investigation.

Section 3. Statements.

A. All recorded interviews of a fire fighter who is the subject of an investigation will be transcribed by the Professional Standards Office and signed by the fire fighter.

B. A fire fighter is entitled to a copy of his/her statement to the Professional Standards Office at the time when the statement is finalized and signed by the fire fighter,

but the statement remains confidential in the hands of the fire fighter and his/her attorney or representative, pursuant to 143.089(g), and any orders of non-communication about internal investigations, except for consultations with the fire fighter's legal counsel.

Section 4. Investigators.

A. A person may not be assigned to conduct an investigation if the person is the complainant, the ultimate decision-maker regarding disciplinary action, or a person who has any personal involvement regarding the alleged misconduct.

B. A fire fighter who is the subject of an investigation has the right to inquire and, on inquiry, to be informed of the identity of each investigator participating in an interview of the fire fighter.

Section 5. Polygraph Examinations.

A. A fire fighter may not be required to submit to a polygraph examination as part of an administrative investigation regarding the conduct of the fire fighter unless:

- (1) the complainant submits to and passes a polygraph examination; or
- (2) the fire fighter is ordered to take an examination under Subsection E below.

B. Subsection A above does not apply if the complainant is physically or mentally incapable of being polygraphed.

C. For the purposes of this Section, a fire fighter passes a polygraph examination if, in the opinion of the polygraph examiner, no deception is indicated in the examination regarding matters critical to the subject matter under investigation.

D. The results of a polygraph examination that relate to the complaint under investigation are not admissible in a proceeding before the Civil Service Commission or a Hearing Examiner.

E. The Fire Chief, or designee, may order a fire fighter to submit to a polygraph examination if the Fire Chief, or designee considers the circumstances to be extraordinary or believes that the integrity of a fire fighter or the Fire Department is in question.

Section 6. Violation of Fire Fighter Rights.

A violation of this Part of Article 18 may be considered by the Civil Service Commission or a Hearing Examiner during a disciplinary appeal hearing if the violation substantially impaired the fire fighter's ability to defend against the allegations of misconduct.

PART B. DISCIPLINARY ACTIONS.**Section 1. Alternative Discipline.**

The Fire Chief shall have the authority to impose alternative disciplinary actions or enter into alternative discipline agreements under this Article when the Fire Chief determines that the use of alternative discipline is in the best interest of the Fire Department. Nothing in this Article shall diminish or otherwise affect the Fire Chief's authority to take other disciplinary actions under Chapter 143.

Section 2. Alternative Discipline by Fire Chief.

In considering appropriate disciplinary action, the Fire Chief may require that a fire fighter be evaluated by a qualified professional designated by the Fire Chief. If that professional recommends a program of counseling and/or rehabilitation for the fire fighter, the Fire Chief may, as an alternative to temporary or indefinite suspension, or in combination with a temporary suspension, require that the fire fighter successfully complete the recommended program. The program of counseling and/or rehabilitation will be completed on the fire fighter's own time, unless the Fire Chief approves the use of vacation time. The fire fighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the fire fighter's health insurance plan. If the fire fighter's misconduct involves alcohol and/or drug related behavior, the Fire Chief may require that the fire fighter submit to mandatory alcohol and/or drug testing, upon order by the Fire Chief, for a specified period of time. If, after entering the program of counseling and/or rehabilitation, the fire fighter fails or refuses to complete the program, the fire fighter may be indefinitely suspended. The fire fighter has the right to appeal to the Civil Service Commission or to a third-party hearing examiner any discipline imposed under this Section by filing an appeal notice in accordance with the provisions of Chapter 143. On appeal, the Civil Service Commission's or hearing examiner's authority shall be limited to determining the facts, whether the facts reflect a policy violation, and the appropriate length of suspension, if any. Neither the Commission nor a hearing examiner may substitute a program of counseling and/or rehabilitation different than the program imposed by the Fire Chief or to substitute any period of suspension for the required program of counseling and/or rehabilitation.

Section 3. Alternative Discipline by Agreement.

In considering appropriate disciplinary action, the Fire Chief may require that a fire fighter be evaluated by a qualified professional designated by the Fire Chief. If that professional recommends a program of counseling and/or rehabilitation for the fire fighter, the Fire Chief may, as an alternative to temporary or indefinite suspension, or in combination with a temporary suspension, offer the fire fighter the opportunity to enter into an alternative disciplinary agreement under which the fire fighter would accept a temporary suspension of up to ninety (90) days and agree to successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Fire Chief. The program of counseling and/or rehabilitation will be completed on the fire fighter's own time, unless the Fire Chief approves the use of vacation time. The fire fighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the fire fighter's health insurance plan. If the fire

fighter's misconduct involves alcohol and/or drug-related behavior, the Fire Chief may require that the fire fighter submit to mandatory alcohol and/or drug testing, upon order by the Fire Chief, for a specified period of time. If the fire fighter accepts the opportunity for agreed alternative discipline, the fire fighter may not appeal any terms of the agreement. If the fire fighter fails to successfully complete the program of counseling and/or rehabilitation, the fire fighter may be indefinitely suspended without right of appeal.

Section 4. Last Chance Probation Agreement.

In considering appropriate disciplinary action, the Fire Chief may require that a fire fighter be evaluated by a qualified professional designated by the Fire Chief. If that professional recommends a program of counseling and/or rehabilitation for the fire fighter, the Fire Chief may offer the fire fighter, as an alternative to indefinite suspension, the opportunity to enter into a "Last Chance Probation" agreement. The agreement may include the following provisions in addition to any other provisions agreed upon by the fire fighter and the Fire Chief.

(a) The fire fighter will successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Fire Chief.

(b) The program of counseling and/or rehabilitation will be completed on the fire fighter's own time, unless the Fire Chief approves the use of vacation time. The fire fighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the fire fighter's health insurance plan.

(c) The fire fighter will agree to a probationary period not to exceed one year, with the additional requirement that if, during the probationary period, the fire fighter commits the same or a similar act of misconduct, the fire fighter will be indefinitely suspended without right of appeal.

If the fire fighter's misconduct involves alcohol and/or drug-related behavior, the Fire Chief may require that the fire fighter submit to mandatory alcohol and/or drug testing, upon order by the Fire Chief, for a specified period of time. If the fire fighter accepts the opportunity for a "Last Chance Probation" agreement, the fire fighter may not appeal any terms of the agreement. If the fire fighter fails to successfully complete the agreed program, the fire fighter may be indefinitely suspended without right of appeal.

Section 5. Publishing Notice of Discipline.

The Fire Chief must publish and circulate within the Department a communication which informs fire fighters of disciplinary suspensions imposed by the Fire Chief or disciplinary suspensions agreed to by the Fire Chief and a fire fighter. The communication may include the fire fighter's rank; each policy or rule which was violated; any extenuating or mitigating circumstances; a brief factual description if the policy or rule violation is not self-explanatory; and the discipline imposed or agreed to by the fire fighter. The communication shall not identify the fire fighter by name.

Section 6. Extending Disciplinary Deadline by Agreement.

A. A fire fighter and the Chief, or his/her designee, may agree to extend the 180-day statutory deadline for disciplinary action for a period not to exceed thirty (30) days. Either the fire fighter or the Fire Chief may offer or request the extension. The agreement to extend the statutory deadline shall be in writing and shall be signed by both the fire fighter and the Chief, or his/her designee.

B. Any disciplinary action taken by the Fire Chief before the extended deadline shall be considered timely. An agreement to extend the deadline does not affect a fire fighter's right of appeal from the disciplinary action.

Section 7. Written Response to Disciplinary Action.

If a fire fighter is temporarily or indefinitely suspended, the document imposing the suspension may not be placed in the fire fighter's Civil Service Commission file unless the fire fighter is first given an opportunity to read and sign the document. If the fire fighter refuses to sign the document, it may be placed in the personnel file with a notation that the person refused to sign it. A fire fighter who receives a temporary or indefinite suspension and who elects not to appeal the action may file a written response by submitting a written response to the Director of Civil Service not later than the 10th day after the date the fire fighter is given written notice of the disciplinary action.

Section 8. Transfers Related to Discipline.

The Fire Chief retains all right and authority to direct the assignment or placement of fire fighters. If any fire fighter is transferred in relation to a disciplinary action, the Fire Chief shall make every attempt to place the transferred fire fighter in a vacant assignment. If a fire fighter, other than the fire fighter being disciplined, is displaced because of a transfer related to discipline, the Fire Chief will make every attempt to help the displaced individual move to a more desirable location, which may not necessarily be the location from which the disciplined fire fighter was moved.

Section 9. Use of Leave.

Any fire fighter who is suspended from duty for up to fifteen (15) days may request approval of the Fire Chief to use accrued vacation leave to cover all or part of the suspension. The Fire Chief may, in his/her or her sole discretion, determine whether to approve the fire fighter's request and the number of days' vacation leave that may be used. The fire fighter must request the use of vacation leave within ten (10) days after receipt of notice of the disciplinary suspension. By requesting the use of vacation leave to cover all or part of the suspension, the fire fighter waives all right to appeal the disciplinary suspension to the Civil Service Commission or a Hearing Examiner.

Section 10. Non-disciplinary corrective action.

A. This Section does not apply to non-disciplinary corrective actions issued by the Fire Chief.

B. Verbal counseling, written counseling, and written reprimands are not discipline, and are not subject to grievances or appeals as to the substance of the decisions

made. A contract grievance may be pursued for violations of the process set forth in this section. Written reprimands shall be initiated on a form which provides space for the fire fighter to respond and include his or her version of the event in dispute, which shall be completed and filed within 72 hours following delivery of the proposed written reprimand. That form shall be submitted by the initiating supervisor through the chain of command for review and action. There shall be no other requirement for advance notice of any proposed action. The form shall recite any instances of prior counseling or action, or if there are none, shall state the specific reasons justifying the present action without prior progressive corrective action. Written reprimands shall be initiated by the fire fighter's immediate supervisor. The "immediate supervisor" is the one who had immediate supervisory responsibility over the fire fighter at the time of the incident. If a higher ranking department officer witnesses the violation, that officer may direct the supervisor to initiate a written reprimand after discussing the incident with the supervisor.

C. If a written counseling or written reprimand is issued to a fire fighter, the written counseling or written reprimand may not be placed in the fire fighter's departmental personnel file unless the fire fighter is first given an opportunity to read and sign the document. If the fire fighter refuses to sign the document, it may be placed in the personnel file with a notation that the person refused to sign it. A fire fighter may respond in writing to a written counseling or written reprimand by submitting a written response to the Professional Standards Office not later than the 10th day after the date the fire fighter is asked to sign the document.

D. A written reprimand shall not be used or relied upon in connection with any future corrective action or discipline after 12 months from the date of its approval. If a written reprimand is offered as proof of progressive discipline in a disciplinary appeal hearing, any written response that was timely filed by the fire fighter shall be offered in evidence with the written reprimand.

Section 11. Suspensions of Three (3) Days or Less

A. Appealable and Non-Appealable Suspensions

(1) It is understood that most fire fighters will make some errors during their career involving rule violations, including those who are good, professional fire fighters. The parties agree that short disciplinary suspensions are for the purpose of reinforcing the need for compliance with departmental standards and not necessarily as punishment.

(2) The parties agree that when a fire fighter is suspended for 1, 2, or 3 days the fire fighter may choose one of two methods of dealing with the suspensions as listed below.

(a) Suspensions that may not be appealed.

The fire fighter may choose to use vacation or holiday time to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement, promotion, or any other purpose. The fire fighter must agree that there is no right to appeal if this method of suspension is chosen.

(b) Suspensions that may be appealed.

The fire fighter may appeal the suspension to arbitration or the Civil Service Commission. If the fire fighter chooses to appeal the suspension, the arbitrator or Civil Service Commission's authority is limited to ruling on whether or not the charges against the fire fighter are true or not true. If the arbitrator or Civil Service Commission finds the charges to be true, there is no authority to mitigate the punishment. If the arbitrator or Civil Service Commission finds the charges to be not true, the fire fighter shall be fully reinstated with no loss of pay or benefit.

B. Arbitration Costs on Appealable Suspensions

(1) In the event that a fire fighter appeals a 1, 2 or 3 day suspension to arbitration, it is agreed that the party that loses the arbitration shall be responsible for all costs of the arbitrator, including travel and lodging if necessary.

(2) To facilitate such payment on the part of the fire fighter he/she shall submit, at the time of appeal, a signed payroll deduction agreement that if the arbitrator rules in favor of the City he/she authorizes up to one hundred dollars (\$100.00) per month to be deducted from his/her regular pay until such time as what would usually be the City's portion of the arbitrator's costs have been satisfied.

C. Reductions of Suspensions of Three (3) Days or Less to a Written Reprimand

The parties agree that temporary suspensions of 1, 2, or 3 days that were imposed on or after October 1, 2009, will be automatically reduced to a written reprimand under the following conditions:

- (1) Suspensions of 1, 2, or 3 days, which are/were not appealed, shall be reduced to a written reprimand two (2) years after the date the suspension was served on the fire fighter if the fire fighter does/did not have a sustained complaint for substantially similar conduct within two (2) years from the date the suspension was served on the fire fighter.
- (2) Suspensions of 1, 2, or 3 days, which are/were not appealed, shall be reduced to a written reprimand three (3) years after the date the suspension was served on the fire fighter if:
 - a. The fire fighter has been previously disciplined for substantially similar conduct, and;
 - b. The fire fighter does/did not have a sustained complaint for substantially similar conduct within the next three (3) years from the date the suspension was served on the fire fighter.

- (3) Any controversy over whether or not the prior conduct was substantially similar may be presented to an arbitrator under the other provisions of this Article.
- (4) Suspensions of 1, 2, or 3 days that are/were appealed to the Civil Service Commission or a Hearing Examiner are not eligible for reduction to a written reprimand under this Agreement.
- (5) Suspensions of 1, 2, or 3 days that are/were reduced to a written reprimand shall not be introduced, cited, or used in any manner in subsequent disciplinary suspensions or appeals as to that fire fighter, but the original disciplinary decision is not covered by this Section as to contentions of disparate discipline by other fire fighters.
- (6) If the conditions set forth in subparts (a) or (b) are met, the Department shall notify the Civil Service Commission in writing that the temporary suspension has been reduced to a written reprimand. The parties agree that the Department and the Civil Service Commission will not alter, destroy, conceal, or remove any documents related to the temporary suspension, including but not limited to the letter of temporary suspension that was filed with the Commission as required by Local Government Code 143.052(c).

PART C. EFFECT OF CONTRACT EXPIRATION.

The provisions of this Agreement shall remain in full force and effect after expiration date of this Agreement as to:

- 1) any investigation assigned a "PSO Number" by the Professional Standards Office prior to the expiration of this Agreement;
- 2) any disciplinary decision by the Fire Chief prior to the expiration of this Agreement; and
- 3) any appeals of such disciplinary action.

PART D. PRE-EMPTION.

It is expressly understood and agreed that all provisions of this Article shall preempt any State statute, Executive Order, local ordinance, City policy or rule, to the extent they conflict with this Article and the procedures developed hereunder, including, but not limited to, any conflicting provisions of Local Government Code Chapter 143, Subchapters A and D, and more specifically, Local Government Code Sections 143.010 and 143.051-143.054.

ARTICLE 19 USE OF NON-CIVIL SERVICE EMPLOYEES

Section 1. Goals and Objectives.

The parties acknowledge that they share the interest of utilizing non-Civil Service employees in a manner which best accomplishes the goals and objectives of the Department while preserving job security for Civil Service employees. To fulfill this interest, the parties agree that this Article shall apply to the duties set out herein.

Section 2. Fire Prevention.

Fire prevention duties shall be performed by Civil Service employees, except that degreed engineers who are non-Civil Service employees may be assigned fire prevention duties.

Section 3. Fire Communications.

Fire communications duties will be performed by Civil Service employees, except that the one (1) dispatch position currently filled by a non-Civil Service employee will be converted to a Civil Service position through attrition. No additional dispatch positions will be filled by non-Civil Service employees.

Section 4. Fire Photography.

Fire photography duties will be performed as follows: Non-Civil Service positions may be designated by a title such as "video tv production coordinator." However, such civilian employees will not be allowed to perform fire photography duties within the meaning of Local Gov't. Code § 143.003.

Section 5. Fire Administration.

Fire administration duties may be performed by non-Civil Service employees. The use of civilian and/or non civil service recruiters is authorized in Article 17.

Section 6. Public Relations Director.

The position of Public Relations Director will be a non-Civil Service position which may retain all of the duties and responsibilities of the previous Public Information Officer. The Fire Chief shall adopt a standard procedure which calls for the use of Civil Service employees as public information officers for on-camera interviews and/or comments at fire or emergency scenes. The parties specifically agree, however, that no grievances or other claims may be filed by any Civil Service employee if any reporter or camera operator inadvertently speaks with and/or photographs a non-Civil Service employee at a fire or emergency scene.

Section 7. Intent.

The parties agree that current job duties or functions now being performed by non-Civil Service employees may continue during this agreement except as specifically modified in this article. However, the Department does not intend to use non-Civil Service employees to perform duties which would not be permitted under Chapter 143, except as provided in this Article.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 1. Grievances.

The purpose of this grievance procedure is to establish an effective method for the fair, expeditious and orderly adjustment of grievances, and except as provided in Section 5 is exclusively for contract grievances. A grievance is defined as any dispute, claim, or complaint involving the interpretation, application, or alleged violation of any provisions of this Agreement.

The Association or any bargaining unit member may file a grievance under the terms of this Agreement. Each grievance shall be submitted on a form agreed to by the parties and must include:

(1) a brief statement of the grievance and the facts or events upon which it is based;

(2) the section(s) of the contract alleged to have been violated;

(3) the remedy or adjustment sought;

(4) the steps taken by the grievant to resolve the issue; and

(5) for a maintenance of standards or past practice grievance, the specific right or practice that is the basis of the complaint must be reasonably identified.

Section 2. Procedure.

A. Step 1

The Association President or an employee who is aggrieved must file a grievance with the Association Grievance Committee within twenty (20) days of the date upon which the firefighter knew of or should have known of the facts or events giving rise to the grievance. A copy of the grievance shall be forwarded to the Fire Chief or his/her designee and the City's Labor Relations Office by the Association Grievance Committee within three (3) days of receipt of the grievance. The Association Grievance Committee shall within fifteen (15) days of receipt of the grievance, determine in its sole discretion, if a valid grievance exists. If the Association Grievance Committee determines that no valid grievance exists, it shall notify the Fire Chief or his/her designee and the City's Labor Relations Office that no further proceedings will be necessary. If the Association Grievance Committee determines that the grievance is valid, it shall process the grievance on behalf of the firefighter(s) by forwarding the written grievance to Step 2 of this procedure.

B. Step 2

Any grievance found to be valid by the Association Grievance Committee, shall be submitted to the Fire Chief and the City's Labor Relations Office within ten (10) days of the Step 1 ruling. After receipt of the grievance, the Fire Chief shall, within ten

(10) days of receipt of the grievance, submit his/her response in writing to the Association Grievance Committee.

C. Step 3

If the grievance is not resolved at Step 2, the Association shall have ten (10) days from receipt of the Fire Chief's decision to submit the matter to arbitration. The arbitration procedure will be implemented by the Association notifying the Fire Chief and the City's Labor Relations Office in writing of its intent to submit the grievance to arbitration.

D. Step 4

If a grievance is submitted to arbitration, the City and the Association may, within five (5) days of such request, mutually agree to a neutral arbitrator. If the parties are unable to agree on the selection of an arbitrator, the City and Association shall, within five (5) days, jointly request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Within ten (10) days following receipt of the list of arbitrators, the parties shall select an arbitrator by each party in turn striking one (1) name from the list until only one (1) name remains. The remaining individual on the list shall serve as the arbitrator. The arbitrator so selected shall, through the agency selected, be promptly notified of his/her selection and the parties, in agreement with the arbitrator, shall select a time, place and date for the hearing of the grievance.

- (a) Within thirty (30) days after conclusion of the hearing, the arbitrator shall issue a written opinion and ruling with respect to the issues presented, a copy of which shall be mailed or delivered to the Association and the City.
- (b) With respect to the application, interpretation and enforcement of the provisions of this Agreement the decision of the arbitrator shall be final and binding on the parties to this Agreement.
- (c) The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to establish provisions of a new agreement or modify the present Agreement or to arbitrate away, in whole or in part, any provisions of the Agreement or amendments thereto.
- (d) The cost of the impartial arbitrator shall be borne by the losing party. In the event of a composite decision, the arbitrator shall determine the portion of such cost to be borne by each party. If a transcript of the proceedings is requested, then the party so requesting shall pay for such transcript, unless otherwise agreed to by the parties.
- (e) Each party shall be responsible for the cost of the attendance of its witnesses at a contract grievance hearing.

Section 3. Timelines and Calculation of Days.

For the purposes of this Article, a day is defined as a business day on which the City conducts normal business. In calculating deadlines, the day of the act, event or

default after which a period of time begins to run is not included. The last day of the period is included unless it is a weekend or City observed holiday. All time limits set forth in this Article may be extended by written mutual consent, but if not so extended they must be strictly observed. Failure of the Association or the grievant to comply with the time limits set forth will serve to declare the grievance settled, and no further action shall be taken. Failure of the City to respond within the time limits shall constitute a denial of the grievance and the grievant (Association) may proceed to the next step.

Section 4. Election of Remedies.

It is specifically and expressly understood that filing a grievance under this Article, which has as its last step final and binding arbitration, constitutes an election of remedies. Any appeal of an arbitrator's decision in this procedure shall be strictly and solely limited to the grounds that the arbitrator exceeded his/her authority and jurisdiction as provided under this Agreement, that the decision of the arbitrator was procured by fraud or collusion or that the arbitrator's decision is based upon a clear and manifest error of law.

Section 5. Statutory Appeals and Hearings.

Except as specifically provided in this Agreement, all statutory rights of appeal to the Civil Service Commission or Hearing Examiner, including disciplinary matters, promotional bypasses, and demotions will be governed by Chapter 143 and this Agreement and are not subject to this contract grievance procedure.

**ARTICLE 21
PERSONNEL DEPLOYMENT EVALUATIONS**

The parties have agreed that Personnel Development Evaluations/PDE's shall be conducted at least annually, notwithstanding Local Government Code Section 143.082 or Commission rules. The Fire Chief shall determine the frequency of administration of the Evaluations. No information on discipline or reprimands shall be included on the efficiency report/PDE

**ARTICLE 22
HEALTH INSURANCE / PEHP**

Section 1. Health Insurance.

For the remainder of this Agreement, the City will continue to provide health insurance for fire fighters and their families. Fire fighters and their families shall pay no premium or component higher than any other City employee group and receive no benefit lower than any other City employee group.

Section 2. Post Employment Health Plan.

The City agrees to include fire fighters in any Post Employment Health Plan (PEHP) established for any of the City's employees, either public safety or non-public safety, during the term of this Agreement.

During the term of this Agreement, the City will continue to provide health insurance for retired fire fighters and their families pursuant to Chapter 175 of the Local Government Code. Retired fire fighters and their families shall pay no premium or component higher than any other City retiree group and receive no benefit lower than any other City retiree group.

**ARTICLE 23
FIRE CADETS**

Section 1. Status of Fire Cadets.

Fire Cadets are not entitled to the rights and benefits contained in this Agreement, except for those specifically enumerated in this Article. By including this Article in the Agreement, the City is not conceding that Fire Cadets are covered by Chapter 143, nor is the Association conceding that Fire Cadets are not covered by Chapter 143.

Section 2. Vacation and Sick Leave Accruals.

A. Accrual Rates. Fire Cadets will earn vacation and sick leave at the rate of entry level fire fighters during the time they are in Cadet Class.

B. Leave Conversion for Fire Cadets. Leave time accrued by Fire Cadets during their Cadet Class will be converted, upon graduation, by applying the standard rate already in use by the Department for converting leave accruals from 40 to the Operations Division work week schedules.

Section 3. Bilingual Pay for Fire Cadets.

Fire Cadets will be given the opportunity to take a language proficiency examination during their Cadet class for any language for which Bilingual Translation Pay is available under Article 9 of this Agreement. Each Fire Cadet who passes the examination shall be entitled to begin receiving Bilingual Translation Pay at the first pay period after graduation from the Academy.

Section 4. Service Credit.

Upon graduation from the Fire Academy, Fire Cadets will receive seniority and longevity credit for time spent in the Fire Academy, but such credit will not be counted as time in grade for determining eligibility for promotion.

ARTICLE 24 DRUG TESTING

Section 1. Commitment to an Effective Drug Interdiction Program.

The City and the Association agree that fire fighters work in hazardous situations and that their readiness to perform emergency functions cannot be compromised by the use of illegal drugs or controlled substances. In order to further this joint interest in protecting fire fighters and the public, the City and Association agree to mandatory drug testing as described in this section. The City and the Association are committed to the principle that the mandatory drug testing policy for fire fighters is designed, and shall be administered, to result in disciplinary action only against those fire fighters who have violated the Department's rules, regulations, policies, and procedures.

Section 2. Drug Testing.

(a) As used in this Article, "drug testing" means the compulsory production and submission of a urine sample by a fire fighter for chemical analysis to detect the presence of prohibited drug usage in connection with the post-accident and random testing processes set forth herein. Direct observation will not be included in the testing process.

(b) Specimen testing shall be conducted using techniques, equipment, and laboratory facilities in compliance with regulations and guidelines of the U.S. Department of Health and Human Services (DHHS) by a laboratory certified by DHHS. Testing shall be consistent with procedures provided in 49 CFR Part 40.71 as amended, except where provided otherwise in this Agreement.

(c) The prohibited substances that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. A positive test is defined as one where there is a quantifiable presence of one of the above prohibited substances in an amount that meets or exceeds the thresholds under CFR part 40.87.

Section 3. Post-Accident Drug Testing.

If a fire fighter is involved in a motor vehicle accident while driving a City-owned vehicle at any time, or a personally-owned vehicle while on City business, the driver will be subject to post-accident drug testing if:

- (a) the accident results in a human fatality; or
- (b) an individual is transported for medical treatment away from the accident scene; or
- (c) any vehicle involved in the accident is towed from the accident scene; or
- (d) if the firefighter requests to be tested.

Section 4. Random Drug Testing.

All fire fighters at all ranks and the Fire Chief shall be subject to selection for mandatory testing for prohibited drugs and controlled substances during each calendar year on a fair and impartial statistical basis at the City's expense. Each year, up to twenty-five percent (25%) of the number of fire fighters in the Department will be randomly tested. The random selection process will be conducted using a scientifically

valid method administered by a Third Party Administrator. Selections for random testing will be made for a defined period, no less frequently than monthly.

Section 5. Providing Sample for Testing.

(a) Upon being directed to submit a specimen for any drug test under this Agreement, a fire fighter shall provide a urine sample in accordance with protocols set out in 49 CFR Part 40, as amended, except where provided otherwise in this Agreement. The Fire Chief retains discretion to determine whether specimen collection will occur at a central location or on site at an AFD facility.

(b) If the fire fighter is unable to provide at least 45ml of specimen on the first attempt, the provision under 49 CFR 40.193 shall be followed under the direction of the MRO.

(c) Failure to provide a urine sample other than for a medically verified inability may be considered insubordination, and may be the basis for suspension or indefinite suspension. The laboratory's Medical Review Officer (MRO) shall be contacted for instructions in the event of a claimed inability to provide a sample.

Section 6. Assurance of Accurate Results.

(a) Fire fighters shall have the right to request that their urine sample be stored in case of legal disputes. The urine sample will be submitted to the designated testing facility where a sample will be maintained for the period of one year. Drug testing shall consist of a two-step procedure:

1. Initial screening test.
2. Confirmation test.

(b) Should a confirmation test be required, the test procedure will be technologically different and more sensitive than the initial screening test. All positive test results will be reviewed by a Medical Review Officer who shall be selected by the testing laboratory. Fire fighters shall be provided with a notice of the result and may obtain a copy of the actual laboratory result upon request to the Department's Drug Testing Coordinator.

(c) A fire fighter who disputes the results of a drug test required under this Agreement may request that an additional test be conducted. This test must be conducted at a different DHHS-certified laboratory. The test must be conducted on a split sample that was provided by the fire fighter at the same time as the original sample. The fire fighter may witness the splitting of the specimen at the time of collection. The method of collecting, storing, and testing the split sample will be consistent with the procedures set out in 49 CFR Part 40, as amended. The fire fighter's request for a split sample test must be made to the Medical Review Officer within seventy-two (72) hours after the fire fighter received notice of the original sample's verified positive result. Requests received after expiration of the seventy-two (72) hour period can be accepted only if the delay is determined, in the sole discretion of the Fire Chief, to be the result of documentable facts that were beyond the control of the fire fighter. The cost of the second test will be paid by the fire fighter. If the result of the second sample test is negative, the Department will reimburse the fire fighter for the cost of the test.

(d) Each year the Drug Testing Program will be evaluated by a third party in accordance with the vendor agreement and CFR part 40.121.

Section 7. Confidentiality of Records.

The Austin Fire Department is committed to protect the individual dignity, privacy, and confidentiality (consistent with the purposes of the testing program). All records pertaining to required drug tests shall remain confidential except to the extent used in a disciplinary or fitness for duty proceeding. Drug test results and records shall be stored in a locked file under the control of the Department's Drug Testing Coordinator, under the supervision of the Fire Chief, who will maintain original copies submitted by the laboratory. No access to these files shall be allowed without written approval of the Fire Chief.

Section 8. Testing on Reasonable Suspicion.

Nothing in this Article shall be construed to prohibit the Fire Chief from conducting an alcohol or drug test on a fire fighter, or a search of any areas in which the fire fighter does not have a personal privacy expectation, based upon reasonable suspicion that the fire fighter has violated the Department's rules, regulations, policies, or procedures.

Section 9. Education.

Mandatory educational programs regarding alcohol and drug use will be implemented for all fire fighters and printed educational materials will be available to fire fighters, including department policies and relevant federal regulations referred to in this Agreement.

Section 10. Self-Disclosure Prior to Testing Requirement.

(a) If a fire fighter self-discloses to the Fire Chief that the fire fighter has used illegal drugs or controlled substances and seeks treatment for drug use, the Fire Chief may use one of the alternative discipline processes in Article 18. Any such self-disclosure must occur:

- (1) before the fire fighter is notified of selection for random drug testing under Sections 4 or 5 above;
- (2) before the fire fighter is involved in any motor vehicle accident that would require drug testing under Section 3 above; or
- (3) before the occurrence of any event which forms the basis of the Fire Chief's decision to require a drug test based on reasonable suspicion that the fire fighter has violated the Department's rules, regulations, policies, or procedures.

(b) Nothing in this Article restricts the authority of the Fire Chief to impose appropriate disciplinary action for the violation of Department rules, regulations, policies, or procedures.

Section 12. Conflicts.

The terms of this Agreement shall prevail in a conflict with Departmental policy regarding alcohol or drug testing.

ARTICLE 25

PRE-EMPTION OF CIVIL SERVICE AND OTHER PROVISIONS

During the term of this Agreement, it is understood and agreed that the provisions of this Agreement shall preempt the provisions of any state statute, executive order, local ordinance, or rule with which they specifically conflict, only to the extent of such conflict and, regardless of any subsequent amendment to such state statutes, executive orders, local ordinances, or rules. Examples of state statutes, ordinances, and rules which may be pre-empted by this Agreement include, without limitation, Civil Service statutes, City ordinances, Civil Service Rules, and Department policies and procedures.

ARTICLE 26

ENTIRE AGREEMENT

Section 1. Subjects Bargained.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to raise issues and make proposals with respect to any subject or matter which is a mandatory subject of the collective bargaining process, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain with respect to any subject or matter, whether or not referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. Amendment to the Agreement.

This Agreement may be amended during its term by the parties only by written mutual agreement ratified in accordance with the provisions of Chapter 174.

ARTICLE 27

MAINTENANCE OF STANDARDS

Section 1. Scope of Article.

Subject to Section 2 below, all economic benefits, privileges, and working conditions which are properly and lawfully in effect in the Austin Fire Department as to matters subject to mandatory bargaining under Local Government Code Chapter 174, and enjoyed by the firefighters of the bargaining unit as of the effective date of this

Agreement, but which are not included in this Agreement, shall remain unchanged for the duration of this Agreement.

Section 2. Operational Needs of the Department.

Department management may change those benefits, privileges, and working conditions which it determines, in accordance with this subsection, to interfere with the operation of the Department. Any such changes must be made in good faith, must be consistent with the spirit and intent of the relevant provision or practice, must be reasonable and not discriminatory, must be reasonably related to the safe and orderly operation of the Fire Department, and must not conflict with any state or federal law, governmental regulation, or provision of this Agreement.

**ARTICLE 28
SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or contrary to applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until collective bargaining negotiations are resumed.

**ARTICLE 29
NOTICES**

Section 1. Association Notices. Notices the Association is required to provide to the City under this Agreement or Chapter 174, unless specifically noted otherwise, will be provided in writing to the Fire Chief's office and the City's Labor Relations Office.

Section 2. City Notices. Notices the City is required to provide to the Association under this Agreement or Chapter 174, unless specifically noted otherwise, will be provided in writing to the Association President and Association Secretary's office.

Section 3. Designation of Notice Recipients. Within 7 days after the effective date of this Agreement, both parties will provide the other written notice of the correct mailing and e-mail addresses of its designated recipients.

Section 4. Timeliness of Mail Notice. A notice provided by mail will be deemed timely if addressed to the correct mailing address for both the Fire Chief's office and the City's Labor Relations Office and postmarked no later than the date such notice is due.

Section 5. Adequacy of Email Notice. Use of email communications under this paragraph shall be preceded by confirmed exchanges at the outset of the Agreement, from the sending to receiving servers, prior to using the email option for notices under this section. Any system change by either party which would modify IT protocols, filters, or other technical configurations shall require a confirmed exchange again. A notice sent by e-mail will be deemed timely if addressed to the two correct e-mail addresses for the City or the Association and sent by 11:59 p.m. on the due date.

Section 6. Notice of Address Changes. Notice of any changes of address or e-mail address must be provided in writing to the other party within 7 days of the change.

ARTICLE 30 TERMINATION OF AGREEMENT

Section 1. Term of Agreement.

(a) This Agreement shall be effective as of the date it is ratified by the City Council, except as to any provisions herein specifically made retroactive. It shall remain in full force and effect until the 30th day of September, 2013.

(b) The provisions of this Agreement do not apply to any fire fighter who separates from City employment before the effective date of this Agreement or before the effective date of any specific provisions hereof.

Section 2. Continuation During Negotiations.

If the parties are engaged in negotiations for a successor Agreement at the time this Agreement expires, the Association's and the City's negotiating teams shall have the authority to extend this Agreement in thirty (30) calendar day increments by mutual written agreement, during any period of good faith negotiations after such termination date, not to exceed a total of six (6) months.

Section 3. Funding Obligations.

The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform all of the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available therefore and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI.

ARTICLE 31 MERGER WITH ATCEMS

If the City proposes to merge the Austin Fire Department with the Austin Travis County Emergency Medical Services during the life of this Agreement, the parties agree that the Association will be provided no less than 60 days advance notice and an opportunity to negotiate the mandatory subjects of bargaining applicable to and directly resulting from the addition of such employees to the bargaining unit, which bargaining

process shall be limited to 30 days unless extended by agreement. In the event the parties are unable after 30 days bargaining to reach agreement, they will resolve disputed issues under Texas Local Government Code Chapter 174.

**ARTICLE 32
WORK FURLOUGHS**

It is expressly agreed and understood that during the term of this Agreement, fire fighters covered by this Agreement shall be exempt from any mandatory employee work furlough or other unpaid leave plan implemented by the City for the purpose of reducing base wages paid to employees by reducing an employee's normal work hours. This article does not apply to disciplinary actions.

**ARTICLE 33
LINE OF DUTY DEATHS**

In the event of a Line of Duty Death (LODD) in the Austin Fire Department, the Fire Chief may authorize TCFP Certified Fire Fighters employed by other municipalities to ride on AFD apparatus as temporary volunteer replacements during the time of the funeral services or other ceremonial involvement of regular Austin fire fighters.

APPENDIX A-1

40 Hour Week

GRADE		A	B	C	D	E	F	G	H	I	J	K	L	M
PAYSTEP		10	20	30	40	50	60	70	80	90	100	110	120	130
YEAR		BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	21.641	23.542	25.566	27.924	27.947	27.971	29.385	29.408	29.431	30.917	30.940	30.963	32.520
14050	MO	3,751	4,081	4,431	4,840	4,844	4,848	5,093	5,097	5,101	5,359	5,363	5,367	5,637
F02	YR	45,014	48,968	53,177	58,083	58,131	58,179	61,121	61,169	61,217	64,308	64,356	64,404	67,642
FIRE SPECIALIST	HR			27.607	30.153	30.176	30.199	31.725	31.748	31.771	33.374	33.397	33.420	35.099
14025	MO			4,785	5,226	5,230	5,234	5,499	5,503	5,507	5,785	5,789	5,793	6,084
F06	YR			57,424	62,718	62,766	62,814	65,988	66,036	66,084	69,418	69,466	69,514	73,007
FIRE LIEUTENANT	HR					32.583	32.606	34.252	34.275	34.298	36.027	36.050	36.074	37.885
14020	MO					5,648	5,652	5,937	5,941	5,945	6,245	6,249	6,253	6,567
F08	YR					67,772	67,820	71,244	71,292	71,340	74,937	74,985	75,033	78,801
FIRE CAPTAIN	HR							36.981	37.004	37.027	38.893	38.916	38.939	40.894
13995	MO							6,410	6,414	6,418	6,741	6,745	6,749	7,088
F09	YR							76,921	76,969	77,017	80,897	80,945	80,993	85,059
FIRE BATTALION CHIEF	HR									40.343	42.375	42.398	42.421	44.549
13985	MO									6,993	7,345	7,349	7,353	7,722
F10	YR									83,913	88,139	88,187	88,235	92,663
FIRE DIVISION CHIEF	HR									43.556	45.748	45.771	45.794	48.091
14015	MO									7,550	7,930	7,934	7,938	8,336
F11	YR									90,596	95,156	95,204	95,252	100,030
GRADE		N	O	P	Q	R	S	T	U	V	W	X	Y	Z
PAYSTEP		140	150	160	170	180	190	200	210	220	230	240	250	260
YEAR		13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	32.543	32.566	34.204	34.227	34.250	35.964	35.987	36.010	37.810	37.834	37.857	37.880	37.903
14050	MO	5,641	5,645	5,929	5,933	5,937	6,234	6,238	6,242	6,554	6,558	6,562	6,566	6,570
F02	YR	67,690	67,738	71,144	71,192	71,240	74,805	74,853	74,901	78,646	78,694	78,742	78,790	78,838
FIRE SPECIALIST	HR	35.122	35.146	36.912	36.935	36.958	38.808	38.831	38.854	40.797	40.820	40.843	40.866	40.889
14025	MO	6,088	6,092	6,398	6,402	6,406	6,727	6,731	6,735	7,071	7,075	7,079	7,083	7,087
F06	YR	73,055	73,103	76,778	76,826	76,874	80,720	80,768	80,816	84,857	84,905	84,953	85,001	85,049
FIRE LIEUTENANT	HR	37.908	37.931	39.838	39.861	39.884	41.879	41.902	41.925	44.021	44.045	44.068	44.091	44.114
14020	MO	6,571	6,575	6,905	6,909	6,913	7,259	7,263	7,267	7,630	7,634	7,638	7,642	7,646
F08	YR	78,849	78,897	82,862	82,910	82,958	87,108	87,156	87,204	91,565	91,613	91,661	91,709	91,757
FIRE CAPTAIN	HR	40.917	40.940	42.997	43.020	43.043	45.196	45.219	45.242	47.504	47.528	47.551	47.574	47.597
13995	MO	7,092	7,096	7,453	7,457	7,461	7,834	7,838	7,842	8,234	8,238	8,242	8,246	8,250
F09	YR	85,107	85,155	89,434	89,482	89,530	94,008	94,056	94,104	98,809	98,857	98,905	98,953	99,001
FIRE BATTALION CHIEF	HR	44.572	44.596	46.835	46.859	46.882	49.226	49.250	49.273	51.736	51.759	51.782	51.805	51.829
13985	MO	7,726	7,730	8,118	8,122	8,126	8,533	8,537	8,541	8,968	8,972	8,976	8,980	8,984
F10	YR	92,711	92,759	97,418	97,466	97,514	102,391	102,439	102,487	107,611	107,659	107,707	107,755	107,803
FIRE DIVISION CHIEF	HR	48.114	48.137	50.555	50.578	50.601	53.131	53.154	53.177	55.836	55.859	55.883	55.906	55.929
14015	MO	8,340	8,344	8,763	8,767	8,771	9,209	9,213	9,217	9,678	9,682	9,686	9,690	9,694
F11	YR	100,078	100,126	105,154	105,202	105,250	110,513	110,561	110,609	116,140	116,188	116,236	116,284	116,332

Rank Differentials: All rank differential are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18 & 21 years and 9.15% increase at 3 years.

Note: Month & Annual Pay Rates are approximations due to statistical rounding. Longevity pay is included in hourly rate.

Year 1: 0% Increase

City of Austin Proposed Fire Pay Schedule FY 2009-10
APPENDIX A-1

EXHIBIT A

53 Hour Week

GRADE		A	B	C	D	E	F	G	H	I	J	K	L	M
PAYSTEP		10	20	30	40	50	60	70	80	90	100	110	120	130
YEAR		BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	16,333	17,768	19,295	21,075	21,092	21,110	22,178	22,195	22,212	23,334	23,351	23,369	24,543
14050	MO	3,751	4,081	4,431	4,840	4,844	4,848	5,093	5,097	5,101	5,359	5,363	5,367	5,637
F02	YR	45,014	48,968	53,177	58,083	58,131	58,179	61,121	61,169	61,217	64,308	64,356	64,404	67,642
FIRE SPECIALIST	HR			20,836	22,757	22,774	22,792	23,943	23,961	23,978	25,188	25,205	25,223	26,490
14025	MO			4,785	5,226	5,230	5,234	5,499	5,503	5,507	5,785	5,789	5,793	6,084
F06	YR			57,424	62,718	62,766	62,814	65,988	66,036	66,084	69,418	69,466	69,514	73,007
FIRE LIEUTENANT	HR					24,591	24,608	25,851	25,868	25,885	27,191	27,208	27,225	28,593
14020	MO					5,648	5,652	5,937	5,941	5,945	6,245	6,249	6,253	6,567
F08	YR					67,772	67,820	71,244	71,292	71,340	74,937	74,985	75,033	78,801
FIRE CAPTAIN	HR							27,910	27,928	27,945	29,353	29,371	29,388	30,863
13995	MO							6,410	6,414	6,418	6,741	6,745	6,749	7,088
F09	YR							76,921	76,969	77,017	80,897	80,945	80,993	85,059
FIRE BATTALION CHIEF	HR									30,448	31,981	31,998	32,016	33,622
13985	MO									6,993	7,345	7,349	7,353	7,722
F10	YR									83,913	88,139	88,187	88,235	92,663
FIRE DIVISION CHIEF	HR									32,872	34,527	34,544	34,562	36,295
14015	MO									7,550	7,930	7,934	7,938	8,336
F11	YR									90,596	95,156	95,204	95,252	100,030
GRADE		N	O	P	Q	R	S	T	U	V	W	X	Y	Z
PAYSTEP		140	150	160	170	180	190	200	210	220	230	240	250	260
YEAR		13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	24,561	24,578	25,814	25,832	25,849	27,143	27,160	27,177	28,536	28,554	28,571	28,588	28,606
14050	MO	5,641	5,645	5,929	5,933	5,937	6,234	6,238	6,242	6,554	6,558	6,562	6,566	6,570
F02	YR	67,690	67,738	71,144	71,192	71,240	74,805	74,853	74,901	78,646	78,694	78,742	78,790	78,838
FIRE SPECIALIST	HR	26,508	26,525	27,858	27,876	27,893	29,289	29,306	29,324	30,790	30,807	30,825	30,842	30,860
14025	MO	6,088	6,092	6,398	6,402	6,406	6,727	6,731	6,735	7,071	7,075	7,079	7,083	7,087
F06	YR	73,055	73,103	76,778	76,826	76,874	80,720	80,768	80,816	84,857	84,905	84,953	85,001	85,049
FIRE LIEUTENANT	HR	28,610	28,627	30,066	30,084	30,101	31,607	31,624	31,642	33,224	33,241	33,259	33,276	33,293
14020	MO	6,571	6,575	6,905	6,909	6,913	7,259	7,263	7,267	7,630	7,634	7,638	7,642	7,646
F08	YR	78,849	78,897	82,862	82,910	82,958	87,108	87,156	87,204	91,565	91,613	91,661	91,709	91,757
FIRE CAPTAIN	HR	30,881	30,898	32,450	32,468	32,485	34,110	34,128	34,145	35,852	35,870	35,887	35,905	35,922
13995	MO	7,092	7,096	7,453	7,457	7,461	7,834	7,838	7,842	8,234	8,238	8,242	8,246	8,250
F09	YR	85,107	85,155	89,434	89,482	89,530	94,008	94,056	94,104	98,809	98,857	98,905	98,953	99,001
FIRE BATTALION CHIEF	HR	33,640	33,657	35,348	35,365	35,382	37,152	37,169	37,187	39,046	39,064	39,081	39,098	39,116
13985	MO	7,726	7,730	8,118	8,122	8,126	8,533	8,537	8,541	8,968	8,972	8,976	8,980	8,984
F10	YR	92,711	92,759	97,418	97,466	97,514	102,391	102,439	102,487	107,611	107,659	107,707	107,755	107,803
FIRE DIVISION CHIEF	HR	36,313	36,330	38,154	38,172	38,189	40,099	40,117	40,134	42,141	42,158	42,175	42,193	42,210
14015	MO	8,340	8,344	8,763	8,767	8,771	9,209	9,213	9,217	9,678	9,682	9,686	9,690	9,694
F11	YR	100,078	100,126	105,154	105,202	105,250	110,513	110,561	110,609	116,140	116,188	116,236	116,284	116,332
Rank Differentials: All rank differential are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is at least 12.8%														
Step Structure: 5% step increase at years 6, 9, 12, 15, 18 & 21 years and 9.15% increase at 3 years.														
Note: Month & Annual Pay Rates are approximations due to statistical rounding. Longevity pay is included in hourly rate.														
Year 1: 0% Increase														

City of Austin Proposed Fire Pay Schedule - FY 2010-11
APPENDIX A-2

EXHIBIT A

40 Hour Week

		GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
		PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
		YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR		22,291	24,225	26,285	28,691	28,691	28,691	30,124	30,124	30,124	31,631	31,631	31,631	33,210
14050	MO		3,864	4,199	4,556	4,973	4,973	4,973	5,222	5,222	5,222	5,483	5,483	5,483	5,756
F02	YR		46,364	50,387	54,673	59,677	59,677	59,677	62,658	62,658	62,658	65,792	65,792	65,792	69,078
FIRE SPECIALIST	HR				28,388	30,986	30,986	30,986	32,534	32,534	32,534	34,161	34,161	34,161	35,867
14025	MO				4,921	5,371	5,371	5,371	5,639	5,639	5,639	5,921	5,921	5,921	6,217
F06	YR				59,047	64,451	64,451	64,451	67,671	67,671	67,671	71,056	71,056	71,056	74,604
FIRE LIEUTENANT	HR						33,465	33,465	35,137	35,137	35,137	36,894	36,894	36,894	38,737
14020	MO						5,801	5,801	6,090	6,090	6,090	6,395	6,395	6,395	6,714
F08	YR						69,607	69,607	73,085	73,085	73,085	76,740	76,740	76,740	80,572
FIRE CAPTAIN	HR								37,948	37,948	37,948	39,846	39,846	39,846	41,835
13995	MO								6,578	6,578	6,578	6,907	6,907	6,907	7,251
F09	YR								78,931	78,931	78,931	82,879	82,879	82,879	87,018
FIRE BATTALION CHIEF	HR										41,363	43,432	43,432	43,432	45,601
13985	MO										7,170	7,528	7,528	7,528	7,904
F10	YR										86,035	90,339	90,339	90,339	94,849
FIRE DIVISION CHIEF	HR										44,672	46,907	46,907	46,907	49,249
14015	MO										7,743	8,130	8,130	8,130	8,536
F11	YR										92,918	97,566	97,566	97,566	102,437
		GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
		PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
		YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR		33,210	33,210	34,873	34,873	34,873	36,615	36,615	36,615	38,446	38,446	38,446	38,446	38,446
14050	MO		5,756	5,756	6,045	6,045	6,045	6,347	6,347	6,347	6,664	6,664	6,664	6,664	6,664
F02	YR		69,078	69,078	72,536	72,536	72,536	76,159	76,159	76,159	79,967	79,967	79,967	79,967	79,967
FIRE SPECIALIST	HR		35,867	35,867	37,663	37,663	37,663	39,544	39,544	39,544	41,521	41,521	41,521	41,521	41,521
14025	MO		6,217	6,217	6,528	6,528	6,528	6,854	6,854	6,854	7,197	7,197	7,197	7,197	7,197
F06	YR		74,604	74,604	78,339	78,339	78,339	82,252	82,252	82,252	86,364	86,364	86,364	86,364	86,364
FIRE LIEUTENANT	HR		38,737	38,737	40,676	40,676	40,676	42,708	42,708	42,708	44,843	44,843	44,843	44,843	44,843
14020	MO		6,714	6,714	7,051	7,051	7,051	7,403	7,403	7,403	7,773	7,773	7,773	7,773	7,773
F08	YR		80,572	80,572	84,606	84,606	84,606	88,832	88,832	88,832	93,273	93,273	93,273	93,273	93,273
FIRE CAPTAIN	HR		41,835	41,835	43,930	43,930	43,930	46,124	46,124	46,124	48,430	48,430	48,430	48,430	48,430
13995	MO		7,251	7,251	7,615	7,615	7,615	7,995	7,995	7,995	8,395	8,395	8,395	8,395	8,395
F09	YR		87,018	87,018	91,375	91,375	91,375	95,938	95,938	95,938	100,735	100,735	100,735	100,735	100,735
FIRE BATTALION CHIEF	HR		45,601	45,601	47,884	47,884	47,884	50,275	50,275	50,275	52,789	52,789	52,789	52,789	52,789
13985	MO		7,904	7,904	8,300	8,300	8,300	8,714	8,714	8,714	9,150	9,150	9,150	9,150	9,150
F10	YR		94,849	94,849	99,599	99,599	99,599	104,573	104,573	104,573	109,801	109,801	109,801	109,801	109,801
FIRE DIVISION CHIEF	HR		49,249	49,249	51,715	51,715	51,715	54,297	54,297	54,297	57,012	57,012	57,012	57,012	57,012
14015	MO		8,536	8,536	8,964	8,964	8,964	9,412	9,412	9,412	9,882	9,882	9,882	9,882	9,882
F11	YR		102,437	102,437	107,567	107,567	107,567	112,939	112,939	112,939	118,586	118,586	118,586	118,586	118,586
Rank Differentials: All rank differential are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is at least 12.8%															
Step Structure: 5% step increase at years 6, 9, 12, 15, 18 & 21 years and 9.15% increase at 3 years.															
Note: Month & Annual Pay Rates are approximations due to statistical rounding.															
Year 2: 3.0% increase effective first pay period FY 2010-11. Longevity has been removed from hourly rates and will be paid on an annual basis in a lump sum in the first regularly scheduled pay period after the firefighter's anniversary date.															

APPENDIX A-2

EXHIBIT A

53 Hour Week

GRADE		A	B	C	D	E	F	G	H	I	J	K	L	M
PAYSTEP		10	20	30	40	50	60	70	80	90	100	110	120	130
YEAR		BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	16,823	18,283	19,838	21,653	21,653	21,653	22,735	22,735	22,735	23,872	23,872	23,872	25,064
14050	MO	3,864	4,199	4,556	4,973	4,973	4,973	5,222	5,222	5,222	5,483	5,483	5,483	5,756
F02	YR	46,364	50,387	54,673	59,677	59,677	59,677	62,658	62,658	62,658	65,792	65,792	65,792	69,078
FIRE SPECIALIST	HR			21,425	23,386	23,386	23,386	24,554	24,554	24,554	25,782	25,782	25,782	27,070
14025	MO			4,921	5,371	5,371	5,371	5,639	5,639	5,639	5,921	5,921	5,921	6,217
F06	YR			59,047	64,451	64,451	64,451	67,671	67,671	67,671	71,056	71,056	71,056	74,604
FIRE LIEUTENANT	HR					25,257	25,257	26,518	26,518	26,518	27,845	27,845	27,845	29,235
14020	MO					5,801	5,801	6,090	6,090	6,090	6,395	6,395	6,395	6,714
F08	YR					69,607	69,607	73,085	73,085	73,085	76,740	76,740	76,740	80,572
FIRE CAPTAIN	HR							28,640	28,640	28,640	30,072	30,072	30,072	31,574
13995	MO							6,578	6,578	6,578	6,907	6,907	6,907	7,251
F09	YR							78,931	78,931	78,931	82,879	82,879	82,879	87,018
FIRE BATTALION CHIEF	HR									31,217	32,779	32,779	32,779	34,416
13985	MO									7,170	7,528	7,528	7,528	7,904
F10	YR									86,035	90,339	90,339	90,339	94,849
FIRE DIVISION CHIEF	HR									33,715	35,401	35,401	35,401	37,169
14015	MO									7,743	8,130	8,130	8,130	8,536
F11	YR									92,918	97,566	97,566	97,566	102,437
GRADE		N	O	P	Q	R	S	T	U	V	W	X	Y	Z
PAYSTEP		140	150	160	170	180	190	200	210	220	230	240	250	260
YEAR		13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	25,064	25,064	26,319	26,319	26,319	27,634	27,634	27,634	29,016	29,016	29,016	29,016	29,016
14050	MO	5,756	5,756	6,045	6,045	6,045	6,347	6,347	6,347	6,664	6,664	6,664	6,664	6,664
F02	YR	69,078	69,078	72,536	72,536	72,536	76,159	76,159	76,159	79,967	79,967	79,967	79,967	79,967
FIRE SPECIALIST	HR	27,070	27,070	28,425	28,425	28,425	29,845	29,845	29,845	31,337	31,337	31,337	31,337	31,337
14025	MO	6,217	6,217	6,528	6,528	6,528	6,854	6,854	6,854	7,197	7,197	7,197	7,197	7,197
F06	YR	74,604	74,604	78,339	78,339	78,339	82,252	82,252	82,252	86,364	86,364	86,364	86,364	86,364
FIRE LIEUTENANT	HR	29,235	29,235	30,699	30,699	30,699	32,232	32,232	32,232	33,844	33,844	33,844	33,844	33,844
14020	MO	6,714	6,714	7,051	7,051	7,051	7,403	7,403	7,403	7,773	7,773	7,773	7,773	7,773
F08	YR	80,572	80,572	84,606	84,606	84,606	88,832	88,832	88,832	93,273	93,273	93,273	93,273	93,273
FIRE CAPTAIN	HR	31,574	31,574	33,155	33,155	33,155	34,811	34,811	34,811	36,551	36,551	36,551	36,551	36,551
13995	MO	7,251	7,251	7,615	7,615	7,615	7,995	7,995	7,995	8,395	8,395	8,395	8,395	8,395
F09	YR	87,018	87,018	91,375	91,375	91,375	95,938	95,938	95,938	100,735	100,735	100,735	100,735	100,735
FIRE BATTALION CHIEF	HR	34,416	34,416	36,139	36,139	36,139	37,944	37,944	37,944	39,841	39,841	39,841	39,841	39,841
13985	MO	7,904	7,904	8,300	8,300	8,300	8,714	8,714	8,714	9,150	9,150	9,150	9,150	9,150
F10	YR	94,849	94,849	99,599	99,599	99,599	104,573	104,573	104,573	109,801	109,801	109,801	109,801	109,801
FIRE DIVISION CHIEF	HR	37,169	37,169	39,030	39,030	39,030	40,979	40,979	40,979	43,028	43,028	43,028	43,028	43,028
14015	MO	8,536	8,536	8,964	8,964	8,964	9,412	9,412	9,412	9,882	9,882	9,882	9,882	9,882
F11	YR	102,437	102,437	107,567	107,567	107,567	112,939	112,939	112,939	118,586	118,586	118,586	118,586	118,586

Rank Differentials: All rank differential are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18 & 21 years and 9.15% increase at 3 years.

Note: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 2: 3.0% increase effective first pay period FY 2010-11. Longevity has been removed from hourly rates and will be paid on an annual basis in a lump sum in the first regularly scheduled pay period after the firefighter's anniversary date.

40 Hour Week

		GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
		PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
		YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR		22,959	24,951	27,074	29,552	29,552	29,552	31,028	31,028	31,028	32,580	32,580	32,580	34,207
14050	MO		3,980	4,325	4,693	5,122	5,122	5,122	5,378	5,378	5,378	5,647	5,647	5,647	5,929
F02	YR		47,755	51,899	56,314	61,467	61,467	61,467	64,538	64,538	64,538	67,766	67,766	67,766	71,150
FIRE SPECIALIST	HR				29,240	31,916	31,916	31,916	33,510	33,510	33,510	35,186	35,186	35,186	36,943
14025	MO				5,068	5,532	5,532	5,532	5,808	5,808	5,808	6,099	6,099	6,099	6,403
F06	YR				60,819	66,384	66,384	66,384	69,701	69,701	69,701	73,187	73,187	73,187	76,842
FIRE LIEUTENANT	HR					34,469	34,469	34,469	36,191	36,191	36,191	38,001	38,001	38,001	39,899
14020	MO					5,975	5,975	5,975	6,273	6,273	6,273	6,587	6,587	6,587	6,916
F08	YR					71,695	71,695	71,695	75,277	75,277	75,277	79,042	79,042	79,042	82,989
FIRE CAPTAIN	HR								39,086	39,086	39,086	41,041	41,041	41,041	43,091
13995	MO								6,775	6,775	6,775	7,114	7,114	7,114	7,469
F09	YR								81,299	81,299	81,299	85,366	85,366	85,366	89,628
FIRE BATTALION CHIEF	HR										42,604	44,735	44,735	44,735	46,969
13985	MO										7,385	7,754	7,754	7,754	8,141
F10	YR										88,616	93,049	93,049	93,049	97,695
FIRE DIVISION CHIEF	HR										46,012	48,314	48,314	48,314	50,726
14015	MO										7,975	8,374	8,374	8,374	8,793
F11	YR										95,706	100,493	100,493	100,493	105,510
		GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
		PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
		YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR		34,207	34,207	35,919	35,919	35,919	37,713	37,713	37,713	39,599	39,599	39,599	39,599	39,599
14050	MO		5,929	5,929	6,226	6,226	6,226	6,537	6,537	6,537	6,864	6,864	6,864	6,864	6,864
F02	YR		71,150	71,150	74,712	74,712	74,712	78,444	78,444	78,444	82,366	82,366	82,366	82,366	82,366
FIRE SPECIALIST	HR		36,943	36,943	38,793	38,793	38,793	40,730	40,730	40,730	42,767	42,767	42,767	42,767	42,767
14025	MO		6,403	6,403	6,724	6,724	6,724	7,060	7,060	7,060	7,413	7,413	7,413	7,413	7,413
F06	YR		76,842	76,842	80,689	80,689	80,689	84,719	84,719	84,719	88,955	88,955	88,955	88,955	88,955
FIRE LIEUTENANT	HR		39,899	39,899	41,896	41,896	41,896	43,989	43,989	43,989	46,188	46,188	46,188	46,188	46,188
14020	MO		6,916	6,916	7,262	7,262	7,262	7,625	7,625	7,625	8,006	8,006	8,006	8,006	8,006
F08	YR		82,989	82,989	87,145	87,145	87,145	91,497	91,497	91,497	96,072	96,072	96,072	96,072	96,072
FIRE CAPTAIN	HR		43,091	43,091	45,248	45,248	45,248	47,508	47,508	47,508	49,883	49,883	49,883	49,883	49,883
13995	MO		7,469	7,469	7,843	7,843	7,843	8,235	8,235	8,235	8,646	8,646	8,646	8,646	8,646
F09	YR		89,628	89,628	94,116	94,116	94,116	98,817	98,817	98,817	103,757	103,757	103,757	103,757	103,757
FIRE BATTALION CHIEF	HR		46,969	46,969	49,321	49,321	49,321	51,784	51,784	51,784	54,373	54,373	54,373	54,373	54,373
13985	MO		8,141	8,141	8,549	8,549	8,549	8,976	8,976	8,976	9,425	9,425	9,425	9,425	9,425
F10	YR		97,695	97,695	102,587	102,587	102,587	107,710	107,710	107,710	113,095	113,095	113,095	113,095	113,095
FIRE DIVISION CHIEF	HR		50,726	50,726	53,266	53,266	53,266	55,926	55,926	55,926	58,723	58,723	58,723	58,723	58,723
14015	MO		8,793	8,793	9,233	9,233	9,233	9,694	9,694	9,694	10,179	10,179	10,179	10,179	10,179
F11	YR		105,510	105,510	110,794	110,794	110,794	116,327	116,327	116,327	122,143	122,143	122,143	122,143	122,143
Rank Differentials: All rank differential are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is at least 12.8%															
Step Structure: 5% step increase at years 6, 9, 12, 15, 18 & 21 years and 9.15% increase at 3 years.															
Note: Month & Annual Pay Rates are approximations due to statistical rounding.															
Year 3: 3.0% effective first pay period FY 2011-12.															

53 Hour Week

	GRADE PAYSTEP YEAR	A	B	C	D	E	F	G	H	I	J	K	L	M
		10	20	30	40	50	60	70	80	90	100	110	120	130
		BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR	17,328	18,831	20,433	22,303	22,303	22,303	23,417	23,417	23,417	24,589	24,589	24,589	25,816
14050	MO	3,980	4,325	4,693	5,122	5,122	5,122	5,378	5,378	5,378	5,647	5,647	5,647	5,929
F02	YR	47,755	51,899	56,314	61,467	61,467	61,467	64,538	64,538	64,538	67,766	67,766	67,766	71,150
FIRE SPECIALIST	HR			22,068	24,087	24,087	24,087	25,291	25,291	25,291	26,556	26,556	26,556	27,882
14025	MO			5,068	5,532	5,532	5,532	5,808	5,808	5,808	6,099	6,099	6,099	6,403
F06	YR			60,819	66,384	66,384	66,384	69,701	69,701	69,701	73,187	73,187	73,187	76,842
FIRE LIEUTENANT	HR					26,014	26,014	27,314	27,314	27,314	28,680	28,680	28,680	30,112
14020	MO					5,975	5,975	6,273	6,273	6,273	6,587	6,587	6,587	6,916
F08	YR					71,695	71,695	75,277	75,277	75,277	79,042	79,042	79,042	82,989
FIRE CAPTAIN	HR							29,499	29,499	29,499	30,975	30,975	30,975	32,521
13995	MO							6,775	6,775	6,775	7,114	7,114	7,114	7,469
F09	YR							81,299	81,299	81,299	85,366	85,366	85,366	89,628
FIRE BATTALION CHIEF	HR									32,154	33,762	33,762	33,762	35,448
13985	MO									7,385	7,754	7,754	7,754	8,141
F10	YR									88,616	93,049	93,049	93,049	97,695
FIRE DIVISION CHIEF	HR									34,726	36,463	36,463	36,463	38,284
14015	MO									7,975	8,374	8,374	8,374	8,793
F11	YR									95,706	100,493	100,493	100,493	105,510
	GRADE PAYSTEP YEAR	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
		140	150	160	170	180	190	200	210	220	230	240	250	260
		13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR	25,816	25,816	27,109	27,109	27,109	28,463	28,463	28,463	29,886	29,886	29,886	29,886	29,886
14050	MO	5,929	5,929	6,226	6,226	6,226	6,537	6,537	6,537	6,864	6,864	6,864	6,864	6,864
F02	YR	71,150	71,150	74,712	74,712	74,712	78,444	78,444	78,444	82,366	82,366	82,366	82,366	82,366
FIRE SPECIALIST	HR	27,882	27,882	29,278	29,278	29,278	30,740	30,740	30,740	32,277	32,277	32,277	32,277	32,277
14025	MO	6,403	6,403	6,724	6,724	6,724	7,060	7,060	7,060	7,413	7,413	7,413	7,413	7,413
F06	YR	76,842	76,842	80,689	80,689	80,689	84,719	84,719	84,719	88,955	88,955	88,955	88,955	88,955
FIRE LIEUTENANT	HR	30,112	30,112	31,620	31,620	31,620	33,199	33,199	33,199	34,859	34,859	34,859	34,859	34,859
14020	MO	6,916	6,916	7,262	7,262	7,262	7,625	7,625	7,625	8,006	8,006	8,006	8,006	8,006
F08	YR	82,989	82,989	87,145	87,145	87,145	91,497	91,497	91,497	96,072	96,072	96,072	96,072	96,072
FIRE CAPTAIN	HR	32,521	32,521	34,150	34,150	34,150	35,855	35,855	35,855	37,648	37,648	37,648	37,648	37,648
13995	MO	7,469	7,469	7,843	7,843	7,843	8,235	8,235	8,235	8,646	8,646	8,646	8,646	8,646
F09	YR	89,628	89,628	94,116	94,116	94,116	98,817	98,817	98,817	103,757	103,757	103,757	103,757	103,757
FIRE BATTALION CHIEF	HR	35,448	35,448	37,223	37,223	37,223	39,082	39,082	39,082	41,036	41,036	41,036	41,036	41,036
13985	MO	8,141	8,141	8,549	8,549	8,549	8,976	8,976	8,976	9,425	9,425	9,425	9,425	9,425
F10	YR	97,695	97,695	102,587	102,587	102,587	107,710	107,710	107,710	113,095	113,095	113,095	113,095	113,095
FIRE DIVISION CHIEF	HR	38,284	38,284	40,201	40,201	40,201	42,209	42,209	42,209	44,319	44,319	44,319	44,319	44,319
14015	MO	8,793	8,793	9,233	9,233	9,233	9,694	9,694	9,694	10,179	10,179	10,179	10,179	10,179
F11	YR	105,510	105,510	110,794	110,794	110,794	116,327	116,327	116,327	122,143	122,143	122,143	122,143	122,143

Rank Differentials: All rank differential are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is at least 12.8%

Step Structure: 5% step increase at years 6, 9, 12, 15, 18 & 21 years and 9.15% increase at 3 years.

Note: Month & Annual Pay Rates are approximations due to statistical rounding.

Year 3: 3.0% effective first pay period FY 2011-12.

40 Hour Week

		GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
		PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
		YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR		23,648	25,700	27,886	30,438	30,438	30,438	31,959	31,959	31,959	33,557	33,557	33,557	35,233
14050	MO		4,099	4,455	4,834	5,276	5,276	5,276	5,540	5,540	5,540	5,817	5,817	5,817	6,107
F02	YR		49,188	53,456	58,003	63,311	63,311	63,311	66,474	66,474	66,474	69,799	69,799	69,799	73,284
FIRE SPECIALIST	HR				30,117	32,873	32,873	32,873	34,515	34,515	34,515	36,242	36,242	36,242	38,051
14025	MO				5,220	5,698	5,698	5,698	5,983	5,983	5,983	6,282	6,282	6,282	6,596
F06	YR				62,643	68,376	68,376	68,376	71,792	71,792	71,792	75,383	75,383	75,383	79,147
FIRE LIEUTENANT	HR						35,503	35,503	37,277	37,277	37,277	39,141	39,141	39,141	41,096
14020	MO						6,154	6,154	6,461	6,461	6,461	6,784	6,784	6,784	7,123
F08	YR						73,846	73,846	77,536	77,536	77,536	81,414	81,414	81,414	85,479
FIRE CAPTAIN	HR								40,259	40,259	40,259	42,272	42,272	42,272	44,383
13995	MO								6,978	6,978	6,978	7,327	7,327	7,327	7,693
F09	YR								83,738	83,738	83,738	87,927	87,927	87,927	92,317
FIRE BATTALION CHIEF	HR											43,882	46,077	46,077	48,378
13985	MO											7,606	7,987	7,987	8,385
F10	YR											91,275	95,840	95,840	100,626
FIRE DIVISION CHIEF	HR											47,393	49,763	49,763	52,248
14015	MO											8,215	8,626	8,626	9,056
F11	YR											98,577	103,507	103,507	108,676
		GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
		PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
		YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR		35,233	35,233	36,997	36,997	36,997	38,845	38,845	38,845	40,787	40,787	40,787	40,787	40,787
14050	MO		6,107	6,107	6,413	6,413	6,413	6,733	6,733	6,733	7,070	7,070	7,070	7,070	7,070
F02	YR		73,284	73,284	76,954	76,954	76,954	80,797	80,797	80,797	84,837	84,837	84,837	84,837	84,837
FIRE SPECIALIST	HR		38,051	38,051	39,957	39,957	39,957	41,952	41,952	41,952	44,050	44,050	44,050	44,050	44,050
14025	MO		6,596	6,596	6,926	6,926	6,926	7,272	7,272	7,272	7,635	7,635	7,635	7,635	7,635
F06	YR		79,147	79,147	83,110	83,110	83,110	87,261	87,261	87,261	91,624	91,624	91,624	91,624	91,624
FIRE LIEUTENANT	HR		41,096	41,096	43,153	43,153	43,153	45,308	45,308	45,308	47,574	47,574	47,574	47,574	47,574
14020	MO		7,123	7,123	7,480	7,480	7,480	7,853	7,853	7,853	8,246	8,246	8,246	8,246	8,246
F08	YR		85,479	85,479	89,759	89,759	89,759	94,242	94,242	94,242	98,954	98,954	98,954	98,954	98,954
FIRE CAPTAIN	HR		44,383	44,383	46,606	46,606	46,606	48,933	48,933	48,933	51,380	51,380	51,380	51,380	51,380
13995	MO		7,693	7,693	8,078	8,078	8,078	8,482	8,482	8,482	8,906	8,906	8,906	8,906	8,906
F09	YR		92,317	92,317	96,940	96,940	96,940	101,781	101,781	101,781	106,870	106,870	106,870	106,870	106,870
FIRE BATTALION CHIEF	HR		48,378	48,378	50,800	50,800	50,800	53,337	53,337	53,337	56,004	56,004	56,004	56,004	56,004
13985	MO		8,385	8,385	8,805	8,805	8,805	9,245	9,245	9,245	9,707	9,707	9,707	9,707	9,707
F10	YR		100,626	100,626	105,664	105,664	105,664	110,941	110,941	110,941	116,488	116,488	116,488	116,488	116,488
FIRE DIVISION CHIEF	HR		52,248	52,248	54,864	54,864	54,864	57,604	57,604	57,604	60,484	60,484	60,484	60,484	60,484
14015	MO		9,056	9,056	9,510	9,510	9,510	9,985	9,985	9,985	10,484	10,484	10,484	10,484	10,484
F11	YR		108,676	108,676	114,117	114,117	114,117	119,817	119,817	119,817	125,807	125,807	125,807	125,807	125,807
Rank Differentials: All rank differential are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is at least 12.8%															
Step Structure: 5% step increase at years 6, 9, 12, 15, 18 & 21 years and 9.15% Increase at 3 years.															
Note: Month & Annual Pay Rates are approximations due to statistical rounding.															
Year 4: 3.0% effective the first pay period FY 2012-13.															

53 Hour Week

		GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M
		PAYSTEP	10	20	30	40	50	60	70	80	90	100	110	120	130
		YEAR	BASE	1	2	3	4	5	6	7	8	9	10	11	12
FIREFIGHTER	HR		17,848	19,396	21,046	22,972	22,972	22,972	24,120	24,120	24,120	25,326	25,326	25,326	26,591
14050	MO		4,099	4,455	4,834	5,276	5,276	5,276	5,540	5,540	5,540	5,817	5,817	5,817	6,107
F02	YR		49,188	53,456	58,003	63,311	63,311	63,311	66,474	66,474	66,474	69,799	69,799	69,799	73,284
FIRE SPECIALIST	HR				22,730	24,810	24,810	24,810	26,049	26,049	26,049	27,352	27,352	27,352	28,718
14025	MO				5,220	5,698	5,698	5,698	5,983	5,983	5,983	6,282	6,282	6,282	6,596
F06	YR				62,643	68,376	68,376	68,376	71,792	71,792	71,792	75,383	75,383	75,383	79,147
FIRE LIEUTENANT	HR						26,795	26,795	28,133	28,133	28,133	29,541	29,541	29,541	31,016
14020	MO						6,154	6,154	6,461	6,461	6,461	6,784	6,784	6,784	7,123
F08	YR						73,846	73,846	77,536	77,536	77,536	81,414	81,414	81,414	85,479
FIRE CAPTAIN	HR								30,384	30,384	30,384	31,904	31,904	31,904	33,497
13995	MO								6,978	6,978	6,978	7,327	7,327	7,327	7,693
F09	YR								83,738	83,738	83,738	87,927	87,927	87,927	92,317
FIRE BATTALION CHIEF	HR											33,119	34,775	34,775	36,511
13985	MO											7,606	7,987	7,987	8,385
F10	YR											91,275	95,840	95,840	100,626
FIRE DIVISION CHIEF	HR											35,768	37,557	37,557	39,432
14015	MO											8,215	8,626	8,626	9,056
F11	YR											98,577	103,507	103,507	108,676
		GRADE	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
		PAYSTEP	140	150	160	170	180	190	200	210	220	230	240	250	260
		YEAR	13	14	15	16	17	18	19	20	21	22	23	24	25
FIREFIGHTER	HR		26,591	26,591	27,922	27,922	27,922	29,317	29,317	29,317	30,783	30,783	30,783	30,783	30,783
14050	MO		6,107	6,107	6,413	6,413	6,413	6,733	6,733	6,733	7,070	7,070	7,070	7,070	7,070
F02	YR		73,284	73,284	76,954	76,954	76,954	80,797	80,797	80,797	84,837	84,837	84,837	84,837	84,837
FIRE SPECIALIST	HR		28,718	28,718	30,156	30,156	30,156	31,662	31,662	31,662	33,245	33,245	33,245	33,245	33,245
14025	MO		6,596	6,596	6,926	6,926	6,926	7,272	7,272	7,272	7,635	7,635	7,635	7,635	7,635
F06	YR		79,147	79,147	83,110	83,110	83,110	87,261	87,261	87,261	91,624	91,624	91,624	91,624	91,624
FIRE LIEUTENANT	HR		31,016	31,016	32,569	32,569	32,569	34,195	34,195	34,195	35,905	35,905	35,905	35,905	35,905
14020	MO		7,123	7,123	7,480	7,480	7,480	7,853	7,853	7,853	8,246	8,246	8,246	8,246	8,246
F08	YR		85,479	85,479	89,759	89,759	89,759	94,242	94,242	94,242	98,954	98,954	98,954	98,954	98,954
FIRE CAPTAIN	HR		33,497	33,497	35,174	35,174	35,174	36,931	36,931	36,931	38,777	38,777	38,777	38,777	38,777
13995	MO		7,693	7,693	8,078	8,078	8,078	8,482	8,482	8,482	8,906	8,906	8,906	8,906	8,906
F09	YR		92,317	92,317	96,940	96,940	96,940	101,781	101,781	101,781	106,870	106,870	106,870	106,870	106,870
FIRE BATTALION CHIEF	HR		36,511	36,511	38,340	38,340	38,340	40,254	40,254	40,254	42,267	42,267	42,267	42,267	42,267
13985	MO		8,385	8,385	8,805	8,805	8,805	9,245	9,245	9,245	9,707	9,707	9,707	9,707	9,707
F10	YR		100,626	100,626	105,664	105,664	105,664	110,941	110,941	110,941	116,488	116,488	116,488	116,488	116,488
FIRE DIVISION CHIEF	HR		39,432	39,432	41,407	41,407	41,407	43,475	43,475	43,475	45,649	45,649	45,649	45,649	45,649
14015	MO		9,056	9,056	9,510	9,510	9,510	9,985	9,985	9,985	10,484	10,484	10,484	10,484	10,484
F11	YR		108,676	108,676	114,117	114,117	114,117	119,817	119,817	119,817	125,807	125,807	125,807	125,807	125,807
Rank Differentials: All rank differential are 8% except Captain to Battalion Chief is 9% and Division Chief to Assistant Chief is at least 12.8%															
Step Structure: 5% step increase at years 6, 9, 12, 15, 18 & 21 years and 9.15% increase at 3 years.															
Note: Month & Annual Pay Rates are approximations due to statistical rounding.															
Year 4: 3.0% effective the first pay period FY 2012-13.															

**APPENDIX B
PROMOTIONAL EXAMINATION SCHEDULE**

(a) The Specialist examination shall be given during April of 2010, and each successive April in even numbered years. Initial source materials shall be identified and timely posted, as per Chapter 143, in January, 2010, and in January of each successive even numbered year, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

(b) The Lieutenant examination shall be given during April of 2010, and each successive April in even numbered years. Initial source materials shall be identified and timely posted, as per Chapter 143, in January, 2010, and in January of each successive even numbered year, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

(c) The Captain examination shall be given during April of 2010, and each successive April in even numbered years. Initial source materials shall be identified and timely posted, as per Chapter 143, in January, 2010, and in January of each successive even numbered year, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.

(d) The Battalion Chief examinations shall be given during August of 2010, and each successive August in even numbered years. Initial source materials shall be identified and timely posted, as per Chapter 143, in May, 2010, and in May of each successive even numbered year, together with all other test information required under Chapter 143 to be in the posted notice for promotional examinations.